An offering statement pursuant to Regulation A relating to these securities has been filed with the Securities and Exchange Commission. Information contained in this Preliminary Offering Circular is subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted before the offering statement filed with the Commission is qualified. This Preliminary Offering Circular shall not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sales of these securities in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of any such state. We may elect to satisfy our obligation to deliver a Final Offering Circular by sending you a notice within two business days after the completion of our sale to you that contains the URL where the Offering Circular was filed may be obtained.

Preliminary Offering Circular

Subject to Completion. Dated October 12, 2018

CNS Pharmaceuticals, Inc.

Minimum offering of 1,000,000 shares / Maximum offering of 2,500,000 shares

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We are offering a minimum of 1,000,000 shares of common stock and a maximum of 2,500,000 shares of common stock on a "best efforts" basis. If $6.0 million in subscriptions for the shares is not deposited in escrow on or before _____, 2019, or six months from this offering being qualified by the Securities and Exchange Commission ("SEC") (the "Minimum Offering Period"), all subscriptions will be refunded to subscribers without deduction or interest. Subscribers have no right to a return of their funds during the Minimum Offering Period. If this minimum offering amount has been deposited during the Minimum Offering Period, the offering may continue until the date when all shares have been sold or the date that is six months from this offering being qualified by the SEC.

We have granted to the underwriter the option to purchase up to an additional 15% of total number of shares of common stock offered by us in this Offering to cover over-subscriptions, if any. If the maximum number of shares of common stock has been sold on or prior to the termination date of the Offering, the underwriter may exercise the over-subscription option on or prior to the termination date to extend the offering for an additional 45 days to sell up to an additional 375,000 shares of our common stock.

Until we achieve the minimum offering amount, the proceeds for the offering will be kept in a non-interest bearing account (referred to as an "escrow account"). FinTech Clearing, LLC will serve as the deposit account agent for the escrow account maintained for all funds tendered by investors in this Offering. The underwriter shall determine the achievement of at least the minimum offering amount and the closing on such amounts. The underwriter shall then instruct FinTech Clearing, LLC to distribute all the proceeds to us less any fees to the underwriter and selected dealers and the associated offered shares will be issued to the investors. If the offering does not achieve the minimum offering amount, and therefore does not close, the proceeds for the offering will be promptly returned to investors, without deduction and without interest.

We expect to commence the offer and sale of the shares as of the date on which the offering statement of which this Offering Circular is a part is qualified by the SEC. Prior to this offering, there has been no public market for our common stock. We have applied to list our common stock on The Nasdaq Stock Market under the symbol "CNSP". This offering is contingent upon our receiving approval to list our common stock on Nasdaq. We expect our common stock to begin trading on Nasdaq upon consummation of the offering; provided that we have met the minimum listing criteria of Nasdaq. There is no assurance that this application will be approved. Nonetheless, our common stock will not commence trading on Nasdaq unless and until (i) the minimum amount of this offering is closed; (ii) this offering is terminated and (iii) we have filed a post-qualification amendment to the offering statement, and a registration statement on Form 8-A under the Exchange Act, and such post-qualification amendment is qualified by the SEC and the Form 8-A has become effective.

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act, or the JOBS Act, and, as such, may elect to comply with certain reduced reporting requirements for this Offering Circular and future filings after this offering.

We expect that the offering price will be $6.00 per share.

	Number of shares	Price to public	Underwriting Commissions (1)	Proceeds to issuer (2)
To public in this offering:				
Per share:		$6.00	$0.42	$5.58
Total Minimum:	1,000,000	$6,000,000	$420,000	$5,205,000
Total Maximum (without over-subscription option):	2,500,000	$15,000,000	$1,050,000	$13,575,000
Total Maximum (with over-subscription option):	2,875,000	$17,250,000	$1,207,500	$15,667,500
To underwriter				
Underwriters' warrant	7% of the shares sold hereunder (3)	n/a	n/a	n/a
Shares of common stock underlying underwriter's warrants	7% of the shares sold hereunder (3)	n/a	n/a	n/a

(1) This table depicts broker-dealer commissions of 7% of the gross offering proceeds. Please refer to the section entitled "Underwriting" for additional information regarding total underwriter compensation. In addition, we have agreed to reimburse the Underwriter for its reasonable out-of-pocket expenses subject to our prior written consent of up to $175,000.

(2) After deducting expenses of the Offering, which are estimated to be approximately $375,000. Does not include any marketing expenses for this offering as described in "Use of Proceeds". See the "Underwriting" for details regarding the compensation payable in connection with this offering. This amount represents the proceeds of the offering to the Company, which will be used as set out in "Use of Proceeds to Issuer."

(3) In addition to the broker-dealer discounts and commissions included in the above table, we have agreed to issue Boustead Securities, LLC warrants to purchase shares of our common stock equal to 7% of the aggregate shares sold in this offering ("Underwriter Warrants") with an exercise price of 100% of the offering price.

The shares are being offered on a best efforts basis to an unlimited number of accredited investors and an unlimited number of non-accredited investors only by the Company and through Boustead Securities, LLC a broker/dealer registered with the SEC and a member of the Financial Industry Regulatory Authority ("FINRA").

The shares are being offered pursuant to Regulation A of Section 3(b) of the Securities Act of 1933, as amended, for Tier 2 offerings. The shares will only be issued to purchasers who satisfy the requirements set forth in Regulation A. The offering is expected to expire: (i) if this minimum offering amount has been received during the Minimum Offering Period, the earlier of the date when all shares have been sold or the date that is six months from this offering being qualified by the SEC; (ii) if this minimum offering amount has not been received during the Minimum Offering Period, then _____, 2018; or (iii) the date on which the offering is sooner terminated by the Company's CEO. We have engaged FinTech Clearing, LLC to serve as deposit account agent for this offering for all funds tendered by investors in this offering. Funds shall be deposited in the escrow account at FinTech Clearing, LLC. Funds will be promptly refunded without interest, for sales that are not consummated. All funds received shall be held only in a non-interest bearing account. Upon each closing under the terms as set out in this Offering Circular, funds will be immediately transferred to the Company where they will be available for use in the operations of the Company's business in a manner consistent with the "Use of Proceeds" in this Offering Circular.

We expect to commence the sale of the shares as of the date on which the offering statement of which this Offering Circular is a part is declared qualified by the United States Securities and Exchange Commission.

See "Risk Factors" to read about factors you should consider before buying shares of common stock.

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The United States Securities and Exchange Commission does not pass upon the merits of or give its approval to any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering circular or other solicitation materials. These securities are offered pursuant to an exemption from registration with the Commission; however, the Commission has not made an independent determination that the securities offered are exempt from registration.

This Offering Circular follows the disclosure format of Part I of Form S-1 pursuant to the general instructions of Part II(a)(1)(ii) of Form 1-A.

Boustead Securities, LLC

Offering Circular dated _____, 2018

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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this Offering Circular. You must not rely on any unauthorized information or representations. This Offering Circular is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this Offering Circular is current only as of its date.

OFFERING CIRCULAR SUMMARY

This summary highlights information contained elsewhere in this Offering Circular. This summary does not contain all of the information that you should consider before deciding to invest in our common stock. You should read this entire Offering Circular carefully, including the "Risk Factors" section, our historical financial statements and the notes thereto, included elsewhere in this Offering Circular. Unless the context requires otherwise, references in this Offering Circular to the "Company," "we," "us" and "our" refer to CNS Pharmaceuticals, Inc.

Our Company

We are a preclinical stage pharmaceutical company organized as a Nevada corporation in July 2017 to focus on the development of anticancer drug candidates for the treatment of brain and central nervous system tumors, which are based on an Amended and Restated Patent License Agreement with Houston Pharmaceuticals, Inc. ("HPI") and a collaboration and asset purchase agreement with Reata Pharmaceuticals, Inc. ("Reata").

We believe our lead drug candidate, Berubicin, if approved by the FDA, may be a significant discovery in the treatment of glioblastoma. Glioblastoma are tumors that arise from astrocytes, which are star-shaped cells making up the supportive tissue of the brain. These tumors are usually highly malignant (cancerous) because the cells reproduce quickly and they are supported by a large network of blood vessels. Berubicin is an anthracycline, which is a class of drugs that are among the most powerful chemotherapy drugs known. Berubicin is the first anthracycline shown to cross the blood brain barrier ("BBB") and target cancer cells. While our current focus is solely on the development of Berubicin, we are also in the process of attempting to secure intellectual property rights in additional compounds that may be developed into drugs to treat cancers.

Berubicin was discovered at MD Anderson by Dr. Waldemar Priebe, the founder of the Company. Through a series of transactions, Berubicin was initially licensed to Reata. Reata conducted a successful Phase I clinical trial on Berubicin but subsequently allowed their investigative new drug application ("IND") with the FDA to lapse for strategic reasons. This will require us to obtain a new IND for Berubicin before beginning further clinical trials.

On November 21, 2017, we entered into a Collaboration and Asset Purchase Agreement with Reata. Pursuant to the Reata Agreement we purchased all of Reata's intellectual property and development data regarding Berubicin, including all trade secrets, knowhow, confidential information and other intellectual property rights, which we refer to as the Reata Data. Our review of the Reata Data leads us to believe that Berubicin may have greater potential for efficacy and safety in glioblastoma patients than currently available therapies.

On December 28, 2017, we obtained the rights to a worldwide, exclusive royalty-bearing, license to the chemical compound commonly known as Berubicin from HPI in an agreement we refer to as the HPI License. Under the HPI License we obtained the exclusive right to develop certain patented chemical compounds for use in the treatment of cancer anywhere in the world. Our rights pursuant to the HPI License are contingent on us raising at least $7.0 million within 12 months from the effective date of the HPI License, a date which can be extended by an additional 12 months by the payment of a nominal fee. In the HPI License we agreed to pay HPI: (i) development fees of $750,000 over a three-year period beginning after the $7.0 million raise is complete; (ii) a 2% royalty on net sales; (iii) a $50,000 per year license fee; (iv) milestone payments of $100,000 upon the commencement of a Phase II trial and $1.0 million upon the approval of a New Drug Application ("NDA") for Berubicin; and (v) 200,000 shares of our common stock.

With the Reata Agreement and the HPI License, if we are able to raise $7.0 million in this offering, we believe we will have obtained all rights and intellectual property necessary to develop Berubicin. As stated earlier, it is the Company's plan to obtain additional intellectual property covering other compounds which, subject to the receipt of additional financing, may be developed into drugs for brain and other cancers.

Risks Relating to Our Business

As a preclinical stage pharmaceutical company, our business and ability to execute our business strategy are subject to a number of risks of which you should be aware before you decide to buy our securities. In particular, you should consider the following risks, which are discussed more fully in the section entitled "Risk Factors":

- we currently do not have regulatory approval for any drug candidates, in the United States or elsewhere, and although we plan to conduct clinical trials in the United States for Berubicin in the future, there is no assurance that we will be successful in our clinical trials or receive regulatory approval in a timely manner, or at all;

- we currently do not carry product liability insurance covering any of our drug candidates and, although we intend to obtain product liability insurance for future clinical trial liability that we may incur, there can be no assurance that we will secure adequate coverage or that, even if we do so, any such coverage will be sufficient to prevent the exposure of our operations to significant potential liability in the future;

- the patents we have licensed from HPI may not be valid or enforceable and may not protect us against competitors who challenge those licensed patents, obtain their own patents that may have an adverse effect on our ability to conduct business, or are able to otherwise circumvent our patents. Additionally, our products and technologies are complex and one patent may not be sufficient to protect our products where a series of patents may be needed. Further, we may not have the necessary financial resources to enforce or defend our patents or patent applications. In addition, any patent applications we may have made or may make relating to inventions for our actual or potential products and technologies may not result in patents being issued or may result in patents that provide insufficient or incomplete coverage for our inventions;

- third parties may claim that the manufacture, use or sale of our technologies infringes their intellectual property rights. As with any litigation where such claims may be asserted, we may have to seek licenses, defend infringement actions or challenge the validity of those patents in the patent office or the courts. If these are not resolved favorably, we may not be able to continue to develop and commercialize our drug candidates. Even if we were able to obtain rights to a third party's intellectual property, these rights may be non-exclusive, thereby giving our competitors potential access to the same intellectual property. If we are found liable for infringement or are not able to have these patents declared invalid or unenforceable, we may be liable for significant monetary damages, encounter significant delays in bringing products to market or be precluded from participating in the manufacture, use or sale of products or technologies by patents of others. We may not have identified, or be able to identify in the future, U.S. or foreign patents that pose a risk of potential infringement claims;

- we have completed related party transactions that were not conducted on an arm's length basis. We acquired our license rights from HPI, and Dr. Waldemar Priebe, our founder and largest shareholder, controls HPI. Since this transaction was not conducted on an arm's length basis, it is possible that the terms were less favorable to us than in an arm's length transaction;

- our chief executive officer, chief medical officer and our chief financial officer are currently working for us on a part time basis. Our chief executive officer and chief medical officer, also provide services for other companies in our industry and such other positions may create conflicts of interest for such officers in the future;

- we have never been profitable, have not generated significant revenue to date and we expect to incur significant additional losses to fund our clinical trials;

- we will require substantial additional funding beyond the proceeds of the offering to which this Offering Circular relates to complete the development and commercialization of our drug candidates, and such funding may not be available on acceptable terms or at all;

- our short-to-medium term prospects depend largely on our ability to develop and commercialize one drug candidate, Berubicin, and our ability to generate revenues in the future will depend heavily on the successful development and commercialization of Berubicin;

- we may be subject to delays in our clinical trials, which could result in increased costs and delays or limit our ability to obtain regulatory approval for any drug candidates;

- we have never commercialized any of our drug candidates, including Berubicin, and, even if approved, our drug candidates may not be accepted by healthcare providers or healthcare payors; and

- we may be unable to maintain and protect our intellectual property assets, which could impair the advancement of our pipeline and commercial opportunities.

Implications of Being an Emerging Growth Company

We qualify as an "emerging growth company" as the term is used in The Jumpstart Our Business Startups Act of 2012 (JOBS Act), and therefore, we may take advantage of certain exemptions from various public company reporting requirements, including:

- a requirement to provide only two years of audited financial statements and only two years of related selected financial data and management's discussion and analysis;
- exemption from the auditor attestation requirement on the effectiveness of our internal controls over financial reporting;
- reduced disclosure obligations regarding executive compensation; and
- exemptions from the requirements of holding a nonbinding advisory stockholder vote on executive compensation and any golden parachute payments.

We may take advantage of these provisions for up to five years or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company if we have more than $1.0 billion in annual revenues, have more than $700 million in market value of our capital stock held by non-affiliates or issue more than $1.0 billion of non-convertible debt over a three-year period. We may choose to take advantage of some, but not all, of the available benefits of the JOBS Act. We have taken advantage of some of the reduced reporting requirements in this Offering Circular. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold stock. In addition, the JOBS Act provides that an emerging growth company can delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have irrevocably elected not to avail ourselves of this exemption from new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

Our principal executive offices are located at 2100 West Loop South, Suite 900, Houston, TX 77027. Our website address is www.cnspharma.com. The information on or accessible through our website is not part of this Offering Circular.

The Offering

Common stock we are offering	Minimum of 1,000,000 shares of common stock Maximum of 2,500,000 shares of common stock
Underwriter's over-subscription option	We will enter into an underwriting agreement with our underwriter which will provide, among other items, that we will grant to the underwriter an option to purchase up to an additional 15% of the total number of shares of common stock to be offered by us in this offering, solely for the purposes of covering over-subscriptions, if any. If the maximum number of shares of common stock has been sold on or prior to the termination date, the underwriter may exercise the over-subscription option on or prior to the termination date to extend the offering for an additional 45 days to sell up to an additional 375,000 shares of our common stock.
Common stock outstanding before this offering	10,536,004 shares of common stock
Use of proceeds	We intend to use the proceeds from this offering primarily to fund development costs for Berubicin and for working capital. See "Use of Proceeds."
Risk Factors	See "Risk Factors" and other information appearing elsewhere in this Offering Circular for a discussion of factors you should carefully consider before deciding whether to invest in our common stock.
Escrow	All subscription proceeds will be held in an escrow account at FinTech Clearing, LLC which is serving as the deposit account agent for this offering. If at least 1,000,000 shares are not sold by _____, 2019, or six months from this offering being qualified by the SEC, which we refer to as the Minimum Offering Period, all funds will be promptly returned to investors without interest or deduction. If this minimum offering amount has been received during the Minimum Offering Period, the offering will terminate upon the earlier of: (i) a date at which at least 2,500,000 shares of common stock have been subscribed for or (ii) the date that is six months from this offering being qualified by the SEC, or (iii) the date on which this offering is earlier terminated by us in our sole discretion.
Proposed listing	We have applied to list our common stock on The Nasdaq Stock Market under the symbol "CNSP". There is no assurance that this application will be approved. Our common stock will not commence trading on Nasdaq unless and until (i) the minimum amount of this offering is closed; (ii) this offering is terminated and (iii) we have filed a post-qualification amendment to the offering statement, and a registration statement on Form 8-A under the Exchange Act, and such post-qualification amendment is qualified by the SEC and the Form 8-A has become effective. Pursuant to applicable rules under Regulation A, the Form 8-A will not become effective until the SEC qualifies the post-qualification amendment. We intend to file the post-qualification amendment and request its qualification immediately prior to the termination of the offering in order that the Form 8-A may become effective as soon as practicable.

The number of shares of common stock outstanding before this offering does not give effect to:

- 4,260,942 shares of common stock that will issuable upon the conversion of our outstanding convertible notes (exclusive of shares issuable for accrued interest under such notes). No holder of these notes will be permitted to convert such notes to the extent that the holder or any of its affiliates would beneficially own in excess of 2.0% of our common stock after such conversion. The number of shares set forth assumes no such limitation on the conversion of the notes;
- 1,220,059 shares of common stock underlying outstanding warrants at a weighted average exercise price of $10.89 per share;
- 675,000 shares of common stock underlying outstanding options with a weighted average exercise price of $0.91 per share, which options vest over a three to four year period;
- 1,325,000 shares available for future issuance under the CNS Pharmaceuticals, Inc. 2017 Stock Plan.
- 127,208 shares issuable to SAFE security holders at a conversion price of $5.04 per share (84% of the offering price).

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully considereach of the following risks, together with all other information set forth in this Offering Circular, including the financial statements and the related notes, before making a decision to buy our common stock. If any of the following risks actually occurs, our business could be harmed. In that case, you may lose all or part of your investment.

Risks Related to the Company's Business and Industry

Our rights to Berubicin are dependent on our raising $7.0 million.

On December 28, 2017, we obtained the rights to a worldwide, exclusive royalty-bearing, license to the chemical compound commonly known as Berubicin from HPI in an agreement we refer to as the HPI License. Under the HPI License we obtained the exclusive right to develop certain patented chemical compounds for use in the treatment of cancer anywhere in the world. Our rights pursuant to the HPI License are contingent on us raising at least $7.0 million within 12 months from the effective date of the HPI License, a date which can be extended by an additional 12 months by the payment of a nominal fee. The license also bears royalties.

Based on the terms of the HPI License, our rights to Berubicin are dependent on our raising $7.0 million. If we complete the minimum offering, we will meet the contingency in the HPI License that grants us the rights to Berubicin.

We will require substantial additional funding, which may not be available to us on acceptable terms, or at all, and, if not so available, may require us to delay, limit, reduce or cease our operations.

We intend to use the proceeds from the Regulation A offering to, among other uses, advance Berubicin through clinical development. Developing pharmaceutical products, including conducting preclinical studies and clinical trials, is expensive. We will require substantial additional future capital in order to complete clinical development and commercialize Berubicin. If the FDA requires that we perform additional nonclinical studies or clinical trials, our expenses would further increase beyond what we currently expect and the anticipated timing of any potential approval of Berubicin would likely be delayed. Further, there can be no assurance that the costs we will need to incur to obtain regulatory approval of Berubicin will not increase.

We will continue to require substantial additional capital to continue our clinical development and commercialization activities. Because successful development of our product candidates is uncertain, we are unable to estimate the actual amount of funding we will require to complete research and development and commercialize our products under development.

The amount and timing of our future funding requirements will depend on many factors, including but not limited to:

- whether our plan for clinical trials will be completed on a timely basis;
- whether we are successful in obtaining an accelerated approval pathway with the FDA related to Berubicin;
- the progress, costs, results of and timing of our clinical trials for Berubicin;
- the outcome, costs and timing of seeking and obtaining FDA and any other regulatory approvals;
- the costs associated with securing and establishing commercialization and manufacturing capabilities;
- market acceptance of our product candidates;

- the costs of acquiring, licensing or investing in businesses, products, product candidates and technologies;
- our ability to maintain, expand and enforce the scope of our intellectual property portfolio, including the amount and timing of any payments we may be required to make, or that we may receive, in connection with the licensing, filing, prosecution, defense and enforcement of any patents or other intellectual property rights;
- our need and ability to hire additional management and scientific and medical personnel;
- the effect of competing drug candidates and new product approvals;
- our need to implement additional internal systems and infrastructure, including financial and reporting systems; and
- the economic and other terms, timing of and success of our existing licensing arrangements and any collaboration, licensing or other arrangements into which we may enter in the future.

Some of these factors are outside of our control. We may seek additional funding through a combination of equity offerings, debt financings, government or other third-party funding, commercialization, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements. Additional funding may not be available to us on acceptable terms or at all. In addition, the terms of any financing may adversely affect the holdings or the rights of our stockholders.

If we are unable to obtain funding on a timely basis, we may be required to significantly curtail one or more of our research or development programs. We also could be required to seek funds through arrangements with collaborative partners or otherwise that may require us to relinquish rights to some of our technologies or product candidates or otherwise agree to terms unfavorable to us.

If we do not complete the maximum offering, we will not have sufficient funds to complete the Phase 2 trial for Berubicin and we will require additional financing, for which we have no commitments, to complete the trial.

If we complete the maximum offering, we estimate that we will have sufficient funds to complete the Phase 2 clinical trial for Berubicin. If we complete the minimum offering, we estimate that we will require additional financing of approximately $6.0 million to complete the trial plus such additional working capital to fund our operations during the pendency of the trial. We do not have any commitments for additional financing after this offering, and there is no assurance that we will be able to raise the additional financing required to complete the Phase 2 trial for Berubicin. Even if are able to raise such financing, it may be highly dilutive to the investors in this offering.

We have in the past completed related party transactions that were not conducted on an arm's length basis.

We acquired the patent rights to Berubicin pursuant to a license agreement with Houston Pharmaceuticals, Inc., a company affiliated with our largest shareholder. Due to the relationship between our Company and Houston Pharmaceuticals, Inc., the negotiation of the license agreement was not conducted on an arm's length basis. As such, it is possible that the terms were less favorable to us than in a transaction negotiated in an arm's length transaction.

We have never been profitable, we have no products approved for commercial sale, and we have not generated any revenue from product sales. As a result, our ability to reduce our losses and reach profitability is unproven, and we may never achieve or sustain profitability. Therefore, we may not be able to continue as a going concern.

We have never been profitable and do not expect to be profitable in the foreseeable future. We have not yet submitted any drug candidates for approval by regulatory authorities in the United States or elsewhere. Our ability to continue as a going concern is dependent upon our generating cash flow from sales that are sufficient to fund operations or finding adequate financing to support our operations. To date, we have had no revenues and have relied on equity-based financing from the sale of securities in private placements and the issuance of convertible notes. The continuation of the Company as a going concern is dependent upon our ability to obtain continued financial support from its stockholders, necessary equity financing to continue operations and the attainment of profitable operations. As of June 30, 2018, the Company has incurred an accumulated deficit of $786,544 since inception and had not yet generated any revenue from operations. Additionally, management anticipates that its cash on hand as of June 30, 2018 is sufficient to fund its planned operations into but not beyond one year from the date of the filing of this offering circular. These factors raise substantial doubt regarding our ability to continue as a going concern.

To date, we have devoted most of our financial resources to corporate overhead and marketing of our securities. We have not generated any revenues from product sales. We expect to continue to incur losses for the foreseeable future, and we expect these losses to increase as we continue our development of, and seek regulatory approvals for Berubicin, prepare for and begin the commercialization of any approved products, and add infrastructure and personnel to support our continuing product development efforts. We anticipate that any such losses could be significant for the next several years. If Berubicin or any of our other drug candidates fail in clinical trials or do not gain regulatory approval, or if our drug candidates do not achieve market acceptance, we may never become profitable. As a result of the foregoing, we expect to continue to experience net losses and negative cash flows for the foreseeable future. These net losses and negative cash flows have had, and will continue to have, an adverse effect on our stockholders' equity and working capital.

Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve profitability. In addition, our expenses could increase if we are required by the FDA to perform studies or trials in addition to those currently expected, or if there are any delays in completing our clinical trials or the development of any of our drug candidates. The amount of future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenues.

We have no operating history and we expect a number of factors to cause our operating results to fluctuate on an annual basis, which may make it difficult to predict our future performance.

We are a preclinical pharmaceutical company with no operating history. Our operations to date have been limited to acquiring our technology portfolio. We have not yet commenced any clinical trials or obtained any regulatory approvals for any of our drug candidates. Consequently, any predictions made about our future success or viability may not be as accurate as they could be if we had a longer operating history or approved products on the market. Our operating results are expected to significantly fluctuate from quarter to quarter or year to year due to a variety of factors, many of which are beyond our control. Factors relating to our business that may contribute to these fluctuations include:

- any delays in regulatory review and approval of our product candidates in clinical development, including our ability to receive approval from the FDA for Berubicin;
- delays in the commencement, enrollment and timing of clinical trials;
- difficulties in identifying patients suffering from our target indications;
- the success of our clinical trials through all phases of clinical development;
- potential side effects of our product candidate that could delay or prevent approval or cause an approved drug to be taken off the market;
- our ability to obtain additional funding to develop drug candidates;
- our ability to identify and develop additional drug candidates beyond Berubicin;
- competition from existing products or new products that continue to emerge;
- our ability to adhere to clinical trial requirements directly or with third parties such as contract research organizations (CROs);
- our ability to establish or maintain collaborations, licensing or other arrangements;

- our ability to defend against any challenges to our intellectual property including, claims of patent infringement;
- our ability to enforce our intellectual property rights against potential competitors;
- our ability to secure additional intellectual property protection for our developing drug candidates and associated technologies;
- our ability to attract and retain key personnel to manage our business effectively; and
- potential product liability claims.

These factors are our best estimates of possible factors, but cannot be considered a complete recitation of possible factors that could affect the Company. Accordingly, the results of any historical quarterly or annual periods should not be relied upon as indications of future operating performance.

We cannot be certain that Berubicin will receive regulatory approval, and without regulatory approval we will not be able to market Berubicin.

Our business currently depends largely on the successful development and commercialization of Berubicin. Our ability to generate revenue related to product sales, if ever, will depend on the successful development and regulatory approval of Berubicin for the treatment of glioblastoma.

We currently have no products approved for sale and we cannot guarantee that we will ever have marketable products. The development of a product candidate and issues relating to its approval and marketing are subject to extensive regulation by the FDA in the United States and regulatory authorities in other countries, with regulations differing from country to country. We are not permitted to market our product candidates in the United States until we receive approval of an NDA from the FDA. We have not submitted any marketing applications for any of our product candidates.

NDAs must include extensive preclinical and clinical data and supporting information to establish the product candidate's safety and effectiveness for each desired indication. NDAs must also include significant information regarding the chemistry, manufacturing and controls for the product. Obtaining approval of an NDA is a lengthy, expensive and uncertain process, and we may not be successful in obtaining approval. The FDA review processes can take years to complete and approval is never guaranteed. If we submit an NDA to the FDA, the FDA must decide whether to accept or reject the submission for filing. We cannot be certain that any submissions will be accepted for filing and review by the FDA. Regulators in other jurisdictions have their own procedures for approval of product candidates. Even if a product is approved, the FDA may limit the indications for which the product may be marketed, require extensive warnings on the product labeling or require expensive and time-consuming clinical trials or reporting as conditions of approval. Regulatory authorities in countries outside of the United States and Europe also have requirements for approval of drug candidates with which we must comply with prior to marketing in those countries. Obtaining regulatory approval for marketing of a product candidate in one country does not ensure that we will be able to obtain regulatory approval in any other country. In addition, delays in approvals or rejections of marketing applications in the United States, Europe or other countries may be based upon many factors, including regulatory requests for additional analyses, reports, data, preclinical studies and clinical trials, regulatory questions regarding different interpretations of data and results, changes in regulatory policy during the period of product development and the emergence of new information regarding our product candidates or other products. Also, regulatory approval for any of our product candidates may be withdrawn.

If we are unable to obtain approval from the FDA, or other regulatory agencies, for Berubicin and our other product candidates, or if, subsequent to approval, we are unable to successfully commercialize Berubicin or our other product candidates, we will not be able to generate sufficient revenue to become profitable or to continue our operations, likely resulting in the total loss of principal for our investors.

Any statements in this filing indicating that Berubicin has demonstrated preliminary evidence of efficacy are our own and are not based on the FDA's or any other comparable governmental agency's assessment of Berubicin and do not indicate that Berubicin will achieve favorable efficacy results in any later stage trials or that the FDA or any comparable agency will ultimately determine that Berubicin is effective for purposes of granting marketing approval.

Delays in the commencement, enrollment and completion of clinical trials could result in increased costs to us and delay or limit our ability to obtain regulatory approval for Berubicin and our other product candidates.

Delays in the commencement, enrollment and completion of clinical trials could increase our product development costs or limit the regulatory approval of our product candidates. We do not know whether any future trials or studies of our other product candidates will begin on time or will be completed on schedule, if at all. The start or end of a clinical study is often delayed or halted due to changing regulatory requirements, manufacturing challenges, including delays or shortages in available drug product, required clinical trial administrative actions, slower than anticipated patient enrollment, changing standards of care, availability or prevalence of use of a comparative drug or required prior therapy, clinical outcomes or financial constraints. For instance, delays or difficulties in patient enrollment or difficulties in retaining trial participants can result in increased costs, longer development times or termination of a clinical trial. Clinical trials of a new product candidate require the enrollment of a sufficient number of patients, including patients who are suffering from the disease the product candidate is intended to treat and who meet other eligibility criteria. The rates of patient enrollment are affected by many factors, including the size of the patient population, the eligibility criteria for the clinical trial, that include the age and condition of the patients and the stage and severity of disease, the nature of the protocol, the proximity of patients to clinical sites and the availability of effective treatments and/or availability of investigational treatment options for the relevant disease.

A product candidate can unexpectedly fail at any stage of preclinical and clinical development. The historical failure rate for product candidates is high due to scientific feasibility, safety, efficacy, changing standards of medical care and other variables. The results from preclinical testing or early clinical trials of a product candidate may not predict the results that will be obtained in later phase clinical trials of the product candidate. We, the FDA or other applicable regulatory authorities may suspend clinical trials of a product candidate at any time for various reasons, including, but not limited to, a belief that subjects participating in such trials are being exposed to unacceptable health risks or adverse side effects, or other adverse initial experiences or findings. We may not have the financial resources to continue development of, or to enter into collaborations for, a product candidate if we experience any problems or other unforeseen events that delay or prevent regulatory approval of, or our ability to commercialize, product candidates, including, but not limited to:

- inability to obtain sufficient funds required for a clinical trial;
- inability to reach agreements on acceptable terms with prospective CROs and trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- negative or inconclusive results from our clinical trials or the clinical trials of others for product candidates similar to ours, leading to a decision or requirement to conduct additional preclinical testing or clinical trials or abandon a program;
- serious and unexpected drug-related side effects experienced by subjects in our clinical trials or by individuals using drugs similar to our product candidates;
- conditions imposed by the FDA or comparable foreign authorities regarding the scope or design of our clinical trials;
- difficulty in enrolling research subjects in clinical trials including the inability to enroll any subjects at all;
- high dropout rates and high fail rates of research subjects;
- inadequate supply or quality of product candidate components or materials or other supplies necessary for the conduct of our clinical trials;
- greater than anticipated clinical trial costs;
- poor effectiveness of our product candidates during clinical trials; or
- unfavorable FDA or other regulatory agency inspection and review of a clinical trial site or vendor.

We have never conducted a clinical trial or submitted an NDA before, and any product candidate we advance through clinical trials may not have favorable results in later clinical trials or receive regulatory approval.

Clinical failure can occur at any stage of our clinical development. Clinical trials may produce negative or inconclusive results, and our collaborators or we may decide, or regulators may require us, to conduct additional clinical trials or nonclinical studies. In addition, data obtained from trials and studies are susceptible to varying interpretations, and regulators may not interpret our data as favorably as we do, which may delay, limit or prevent regulatory approval. Success in preclinical studies and early clinical trials does not ensure that subsequent clinical trials will generate the same or similar results or otherwise provide adequate data to demonstrate the efficacy and safety of a product candidate. A number of companies in the pharmaceutical industry, including those with greater resources and experience than us, have suffered significant setbacks in clinical trials, even after seeing promising results in earlier clinical trials.

In addition, the design of a clinical trial can determine whether its results will support approval of a product and flaws in the design of a clinical trial may not become apparent until the clinical trial is well advanced. We may be unable to design and execute a clinical trial to support regulatory approval. Further, clinical trials of potential products often reveal that it is not practical or feasible to continue development efforts.

If Berubicin is found to be unsafe or lack efficacy, we will not be able to obtain regulatory approval for it and our business would be materially and possibly irreparably harmed.

In some instances, there can be significant variability in safety and/or efficacy results between different trials of the same product candidate due to numerous factors, including changes in trial protocols, differences in composition of the patient populations, adherence to the dosing regimen and other trial protocols and the rate of dropout among clinical trial participants. We do not know whether any clinical trials we or any of our potential future collaborators may conduct will demonstrate the consistent or adequate efficacy and safety that would be required to obtain regulatory approval and market any products. If we are unable to bring Berubicin to market, or to acquire other products that are on the market or can be developed, our ability to create long-term stockholder value will be limited.

Our product candidates may have undesirable side effects that may delay or prevent marketing approval, or, if approval is received, require them to be taken off the market, require them to include safety warnings or otherwise limit their sales.

Unforeseen side effects from any of our product candidates could arise either during clinical development or, if Berubicin is approved, after the approved product has been marketed. The range and potential severity of possible side effects from therapies such as Berubicin are significant. If Berubicin causes undesirable or unacceptable side effects in the future, this could interrupt, delay or halt clinical trials and result in the failure to obtain or suspension or termination of marketing approval from the FDA and other regulatory authorities, or result in marketing approval from the FDA and other regulatory authorities only with restrictive label warnings.

If any of our product candidates receives marketing approval and we or others later identify undesirable or unacceptable side effects caused by such products:

- regulatory authorities may require the addition of labeling statements, specific warnings, a contraindication or field alerts to physicians and pharmacies;
- we may be required to change instructions regarding the way the product is administered, conduct additional clinical trials or change the labeling of the product;
- we may be subject to limitations on how we may promote the product;
- sales of the product may decrease significantly;
- regulatory authorities may require us to take our approved product off the market;
- we may be subject to litigation or product liability claims; and
- our reputation may suffer.

Any of these events could prevent us or our potential future collaborators from achieving or maintaining market acceptance of the affected product or could substantially increase commercialization costs and expenses, which in turn could delay or prevent us from generating significant revenues from the sale of our products.

If the FDA does not find the manufacturing facilities of our future contract manufacturers acceptable for commercial production, we may not be able to commercialize any of our product candidates.

We do not have any manufacturing capabilities and we do not intend to manufacture the pharmaceutical products that we plan to sell. We intend to utilize contract manufacturers for the production of the active pharmaceutical ingredients and the formulation of drug product for our trials of Berubicin that we will need to conduct prior to seeking regulatory approval. However, we do not have agreements for supplies of Berubicin or any of our other product candidates and we may not be able to reach agreements with these or other contract manufacturers for sufficient supplies to commercialize Berubicin if it is approved. Additionally, the facilities used by any contract manufacturer to manufacture Berubicin or any of our other product candidates must be the subject of a satisfactory inspection before the FDA approves the product candidate manufactured at that facility. We will be completely dependent on these third-party manufacturers for compliance with the requirements of U.S. and non-U.S. regulators for the manufacture of our finished products. If our manufacturers cannot successfully manufacture material that conform to our specifications and the FDA's current good manufacturing practice standards, or cGMP, and other requirements of any governmental agency whose jurisdiction to which we are subject, our product candidates will not be approved or, if already approved, may be subject to recalls. Reliance on third-party manufacturers entails risks to which we would not be subject if we manufactured our product candidates, including:

- the possibility that we are unable to enter into a manufacturing agreement with a third party to manufacture our product candidates;
- the possible breach of the manufacturing agreements by the third parties because of factors beyond our control; and
- the possibility of termination or nonrenewal of the agreements by the third parties before we are able to arrange for a qualified replacement third-party manufacturer.

Any of these factors could cause the delay of approval or commercialization of our product candidates, cause us to incur higher costs or prevent us from commercializing our product candidates successfully. Furthermore, if any of our product candidates are approved and contract manufacturers fail to deliver the required commercial quantities of finished product on a timely basis at commercially reasonable prices and we are unable to find one or more replacement manufacturers capable of production at a substantially equivalent cost, in substantially equivalent volumes and quality and on a timely basis, we would likely be unable to meet demand for our products and could lose potential revenue. It may take several years to establish an alternative source of supply for our product candidates and to have any such new source approved by the government agencies that regulate our products.

We have no sales, marketing or distribution experience and we will have to invest significant resources to develop those capabilities or enter into third-party sales and marketing arrangements, the problems with which could materially harm our business at any time.

We have no sales, marketing or distribution experience. To develop sales, distribution and marketing capabilities, we will have to invest significant amounts of financial and management resources, some of which will need to be committed prior to any confirmation that Berubicin or any of our other product candidates will be approved by the FDA. For product candidates where we decide to perform sales, marketing and distribution functions ourselves or through third parties, we could face a number of additional risks, including that we or our third-party sales collaborators may not be able to build and maintain an effective marketing or sales force. If we use third parties to market and sell our products, we may have limited or no control over their sales, marketing and distribution activities on which our future revenues may depend.

We may not be successful in establishing and maintaining development and commercialization collaborations, which could adversely affect our ability to develop certain of our product candidates and our financial condition and operating results.

Because developing pharmaceutical products, conducting clinical trials, obtaining regulatory approval, establishing manufacturing capabilities and marketing approved products are expensive, we may seek to enter into collaborations with companies that have more experience. Additionally, if any of our product candidates receives marketing approval, we may enter into sales and marketing arrangements with third parties with respect to our unlicensed territories. If we are unable to enter into arrangements on acceptable terms, if at all, we may be unable to effectively market and sell our products in our target markets. We expect to face competition in seeking appropriate collaborators. Moreover, collaboration arrangements are complex and time consuming to negotiate, document and implement and they may require substantial resources to maintain. We may not be successful in our efforts to establish and implement collaborations or other alternative arrangements for the development of our product candidates.

One or more of our collaboration partners may not devote sufficient resources to the commercialization of our product candidates or may otherwise fail in their commercialization. The terms of any collaboration or other arrangement that we establish may contain provisions that are not favorable to us, or the favorability of which is dependent on conditions that are out of our control or unknowable at the time of execution. In addition, any collaboration that we enter into may be unsuccessful in the development and commercialization of our product candidates. In some cases, we may be responsible for continuing preclinical and initial clinical development of a product candidate or research program under a collaboration arrangement, and the payment we receive from our collaboration partner may be insufficient to cover the cost of this development. If we are unable to reach agreements with suitable collaborators for our product candidates, we would face increased costs, we may be forced to limit the number of our product candidates we can commercially develop or the territories in which we commercialize them. As a result, we might fail to commercialize products or programs for which a suitable collaborator cannot be found. If we fail to achieve successful collaborations, our operating results and financial condition could be materially and adversely affected.

Our success depends greatly on the success of Berubicin's development for the treatment of glioblastoma, and our pipeline of product candidates beyond this lead indication is extremely early stage and limited.

Other than Berubicin, we do not have any other drug candidates in our portfolio. As such, we are dependent on the success of Berubicin in the near term. We cannot provide you any assurance that we will be able to successfully advance Berubicin through the development process.

We face competition from other biotechnology and pharmaceutical companies and our operating results will suffer if we fail to compete effectively.

The biotechnology and pharmaceutical industries are intensely competitive and subject to rapid and significant technological change. We have competitors in the United States, Europe and other jurisdictions, including major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical and generic drug companies and universities and other research institutions. Many of our competitors have greater financial and other resources, such as larger research and development staff and more experienced marketing and manufacturing organizations than we do. Large pharmaceutical companies, in particular, have extensive experience in clinical testing, obtaining regulatory approvals, recruiting patients and manufacturing pharmaceutical products. These companies also have significantly greater research, sales and marketing capabilities and collaborative arrangements in our target markets with leading companies and research institutions. Established pharmaceutical companies may also invest heavily to accelerate discovery and development of novel compounds or to in-license novel compounds that could make the product candidates that we develop obsolete. As a result of all of these factors, our competitors may succeed in obtaining patent protection and/or FDA approval or discovering, developing and commercializing drugs for the diseases that we are targeting before we do or may develop drugs that are deemed to be more effective or gain greater market acceptance than ours. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large, established companies. In addition, many universities and private and public research institutes may become active in our target disease areas. Our competitors may succeed in developing, acquiring or licensing on an exclusive basis, technologies and drug products that are more effective or less costly than any of our product candidates that we are currently developing or that we may develop, which could render our products obsolete or noncompetitive.

If our competitors market products that are more effective, safer or less expensive or that reach the market sooner than our future products, if any, we may not achieve commercial success. In addition, because of our limited resources, it may be difficult for us to stay abreast of the rapid changes in each technology. If we fail to stay at the forefront of technological change, we may be unable to compete effectively. Technological advances or products developed by our competitors may render our technologies or product candidates obsolete, less competitive or not economical.

We may incur substantial costs as a result of litigation or other proceedings relating to patent and other intellectual property rights.

We may from time to time seek to enforce our intellectual property rights against infringers when we determine that a successful outcome is probable and may lead to an increase in the value of the intellectual property. If we choose to enforce our patent rights against a party, then that individual or company has the right to ask the court to rule that such patents are invalid or should not be enforced. Additionally, the validity of our patents and the patents we have licensed may be challenged if a petition for post grant proceedings such as interpartes review and post grant review is filed within the statutorily applicable time with the U.S. Patent and Trademark Office (USPTO). These lawsuits and proceedings are expensive and would consume time and resources and divert the attention of managerial and scientific personnel even if we were successful in stopping the infringement of such patents. In addition, there is a risk that the court will decide that such patents are not valid and that we do not have the right to stop the other party from using the inventions. There is also the risk that, even if the validity of such patents is upheld, the court will refuse to stop the other party on the ground that such other party's activities do not infringe our intellectual property rights. In addition, in recent years the U.S. Supreme Court modified some tests used by the USPTO in granting patents over the past 20 years, which may decrease the likelihood that we will be able to obtain patents and increase the likelihood of a challenge of any patents we obtain or license.

We may be subject to claims that our employees and contractors have wrongfully used or disclosed alleged trade secrets of their former employers.

As is common in the biotechnology and pharmaceutical industries, we employ individuals who were previously employed at other biotechnology or pharmaceutical companies, including our competitors or potential competitors. We may be subject to claims that these employees, or we, have used or disclosed trade secrets or other proprietary information of their former employers. Litigation may be necessary to defend against these claims. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to management.

If we are not able to adequately prevent disclosure of trade secrets and other proprietary information, the value of our technology and products could be significantly diminished.

We rely on trade secrets to protect our proprietary technologies, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. We rely in part on confidentiality agreements with our employees, consultants, outside scientific collaborators, and other advisors to protect our trade secrets and other proprietary information. These agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover our trade secrets and proprietary information. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

We will need to expand our operations and increase the size of our Company, and we may experience difficulties in managing growth.

We currently have no full-time and 2 part-time employees. We also have 2 officers serving as part-time contractors. As we advance our product candidates through preclinical studies and clinical trials, we will need to increase our product development, scientific and administrative headcount to manage these programs. In addition, to meet our obligations as a public company, we may need to increase our general and administrative capabilities. Our management, personnel and systems currently in place may not be adequate to support this future growth. If we are unable to successfully manage this growth and increased complexity of operations, our business may be adversely affected.

We may not be able to manage our business effectively if we are unable to attract and retain key personnel and consultants.

We may not be able to attract or retain qualified management, finance, scientific and clinical personnel and consultants due to the intense competition for qualified personnel and consultants among biotechnology, pharmaceutical and other businesses. If we are not able to attract and retain necessary personnel and consultants to accomplish our business objectives, we may experience constraints that will significantly impede the achievement of our development objectives, our ability to raise additional capital.

We are highly dependent on the development, regulatory, commercialization and business development expertise of our management team, key employees and consultants. If we lose one or more of our executive officers or key employees or consultants, our ability to implement our business strategy successfully could be seriously harmed. Any of our executive officers or key employees or consultants may terminate their employment at any time. Replacing executive officers, key employees and consultants may be difficult and may take an extended period of time because of the limited number of individuals in our industry with the breadth of skills and experience required to develop, gain regulatory approval of and commercialize products successfully. Competition to hire and retain employees and consultants from this limited pool is intense, and we may be unable to hire, train, retain or motivate these additional key personnel and consultants. Our failure to retain key personnel or consultants could materially harm our business.

In addition, we have scientific and clinical advisors and consultants who assist us in formulating our research, development and clinical strategies. These advisors are not our employees and may have commitments to, or consulting or advisory contracts with, other entities that may limit their availability to us and typically they will not enter into noncompete agreements with us. If a conflict of interest arises between their work for us and their work for another entity, we may lose their services. In addition, our advisors may have arrangements with other companies to assist those companies in developing products or technologies that may compete with ours.

Our chief executive officer, chief medical officer and our chief financial officer are currently working for us on a part-time basis. Our chief executive officer and chief medical officer, also provide services for other companies in our industry and such other positions may create conflicts of interest for such officers in the future.

Three of our key employees are currently part-time and provide services for other biotechnology development efforts, including companies, with respect to our chief executive officer and chief medical officer, which are developing anti-cancer drug candidates. Specifically, John M. Climaco, our chairman and chief executive officer, is also serving as a director for Moleculin Biotech, Inc., a company also actively developing anticancer drugs. Matthew Lourie, our chief financial officer, is currently also providing consulting services related to financial reporting to other public and private entities. Sandra Silberman, our chief medical officer, is also the chief medical officer for New Products at Moleculin, as well as a consultant for Trovagene, Inc.

If we complete at least the minimum offering, Mr. Climaco will begin providing full-time services to our Company. As we progress, if the full-time services of a CFO are required and the current officers cannot provide that level of commitment, we will need to identify a suitable CFO who can dedicate such time to our Company. We can provide no assurance that we will be able to successfully identify and retain a qualified candidate for this position.

In addition to our officers' part-time status, since Mr. Climaco and Dr. Silberman are associated with other companies that are developing anti-cancer drug candidates, they may encounter conflicts of interest in the future. Although we do not believe that the drug candidates we are currently pursuing compete with the types of drug candidates being pursued by the other companies Mr. Climaco and Dr. Silberman are associated with, there is no assurance that such conflicts will not arise in the future.

We do not expect that our insurance policies will cover all of our business exposures thus leaving us exposed to significant uninsured liabilities.

We do not carry insurance for all categories of risk that our business may encounter. In particular, we do not carry product liability insurance covering any clinical trials liability that we may incur. Although we intend to obtain such insurance before we commence any clinical trials, there can be no assurance that we will secure adequate insurance coverage or that any such insurance coverage will be sufficient to protect our operations to significant potential liability in the future. Any significant uninsured liability may require us to pay substantial amounts, which would adversely affect our financial position and results of operations.

Although dependent on certain key personnel, we do not have any key man life insurance policies on any such people.

We are dependent on John M. Climaco, Sandra Silberman, MD PhD, and Matthew Lourie in order to conduct our operations and execute our business plan, however, we have not purchased any insurance policies with respect to those individuals in the event of their death or disability. Therefore, if any of John M. Climaco, Sandra Silberman, MD PhD, or Matthew Lourie die or become disabled, we will not receive any compensation to assist with such person' s absence. The loss of such person could negatively affect us and our operations.

We are not subject to Sarbanes-Oxley regulations and lack the financial controls and safeguards required of public companies.

We do not have the internal infrastructure necessary, and are not required, to complete an attestation about our financial controls that would be required under Section 404 of the Sarbanes Oxley Act of 2002. There can be no assurance that there are no significant deficiencies or material weaknesses in the quality of our financial controls. We expect to incur additional expenses and diversion of management's time if and when it becomes necessary to perform the system and process evaluation, testing and remediation required in order to comply with the management certification and auditor attestation requirements.

Risks Related to Our Common Stock and this Offering

Our executive officers, directors, major stockholder and their respective affiliates will continue to exercise significant control over us after this offering, which will limit your ability to influence corporate matters and could delay or prevent a change in corporate control.

Immediately following the completion of this offering, and assuming the conversion of all of our outstanding convertible notes upon the closing of this offering, the existing holdings of our executive officers, directors, major stockholders and their affiliates, will be, in the aggregate, approximately 63% of our outstanding common stock, assuming we complete the minimum offering, and approximately 58% of our outstanding common stock, assuming we complete the maximum offering. As a result, these stockholders will be able to influence our management and affairs and control the outcome of matters submitted to our stockholders for approval, including the election of directors and any sale, merger, consolidation, or sale of all or substantially all of our assets.

These stockholders acquired their shares of common stock for substantially less than the price of the shares of common stock being acquired in this offering, and these stockholders may have interests, with respect to their common stock, that are different from those of investors in this offering and the concentration of voting power among one or more of these stockholders may have an adverse effect on the price of our common stock.

In addition, this concentration of ownership might adversely affect the market price of our common stock by: (1) delaying, deferring or preventing a change of control of our Company; (2) impeding a merger, consolidation, takeover or other business combination involving our Company; or (3) discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of our Company.

We have broad discretion in how we use the proceeds of this offering and may not use these proceeds effectively, which could affect our results of operations and cause our common stock to decline.

We will have considerable discretion in the application of the net proceeds of this offering. We intend to use the net proceeds from this offering to fund development costs for Berubicin and for working capital. As a result, investors will be relying upon management's judgment with only limited information about our specific intentions for the use of the net proceeds of this offering. We may use the net proceeds for purposes that do not yield a significant return or any return at all for our stockholders. In addition, pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

The best efforts structure of this offering may yield insufficient gross proceeds to fully execute on our business plan.

We are offering our common stock in this offering on a best efforts basis. No underwriter is required to sell any specific number or dollar amount of common stock, but any broker-dealers we retain will use their best efforts to sell the shares offered by us. It is a condition to this offering that, upon the closing of the offering, our common stock would qualify for listing on the Nasdaq Capital Market. In order to list, the Nasdaq Capital Market requires that, among other criteria, at least 1,000,000 publicly-held shares of our common stock be outstanding, the shares be held in the aggregate by at least 300 round lot holders, the market value of the publicly-held shares of our common stock be at least $15.0 million, our stockholders' equity after giving effect to the sale of our shares in this offering be at least $4.0 million, the bid price per share of our common stock be $4.00 or more, and there be at least three registered and active market makers for our common stock. As a "best efforts" offering, there can be no assurance that we will successfully raise this minimum amount, that the offering will satisfy the listing conditions required to trade our common stock on the Nasdaq Capital Market or that the offering contemplated by this Offering Circular will ultimately be completed or will result in any proceeds being made available to us.

If our stock price fluctuates after the offering, you could lose a significant part of your investment.

The market price of our common stock could be subject to wide fluctuations in response to, among other things, the risk factors described in this section of this Offering Circular, and other factors beyond our control, such as fluctuations in the valuation of companies perceived by investors to be comparable to us. Furthermore, the stock markets have experienced price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. These fluctuations often have been unrelated or disproportionate to the operating performance of those companies. These broad market and industry fluctuations, as well as general economic, political, and market conditions, such as recessions, interest rate changes or international currency fluctuations, may negatively affect the market price of our common stock. In the past, many companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

After the completion of this offering, we may be at an increased risk of securities class action litigation.

Historically, securities class action litigation has often been brought against a company following a decline in the market price of its securities. This risk is especially relevant for us because biotechnology and pharmaceutical companies have experienced significant stock price volatility in recent years. If we were to be sued, it could result in substantial costs and a diversion of management's attention and resources, which could harm our business.

We will incur increased costs as a result of being a publicly-traded company.

As a company with publicly-traded securities, we will incur additional legal, accounting and other expenses not presently incurred. In addition, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as well as rules promulgated by the SEC and the national securities exchange on which we list, requires us to adopt corporate governance practices applicable to U.S. public companies. These rules and regulations will increase our legal and financial compliance costs.

If securities or industry analysts do not publish research or reports about us, or if they adversely change their recommendations regarding our common stock, then our stock price and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us, our industry and our market. If no analyst elects to cover us and publish research or reports about us, the market for our common stock could be severely limited and our stock price could be adversely affected. As a small-cap company, we are more likely than our larger competitors to lack coverage from securities analysts. In addition, even if we receive analyst coverage, if one or more analysts ceases coverage of us or fails to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. If one or more analysts who elect to cover us issue negative reports or adversely change their recommendations regarding our common stock, our stock price could decline.

Purchasers in this offering will experience immediate and substantial dilution in net tangible book value.

The initial public offering price is substantially higher than the net tangible book value of each outstanding share of our common stock. Purchasers of common stock in this offering will experience immediate and substantial dilution on a book value basis. The dilution per share in the net tangible book value per share of common stock will be $5.69 per share if the minimum number of shares are sold and $5.24 per share if the maximum number of shares are sold, based on a $6.00 initial public offering price, for purposes of the dilution calculations we have assumed the conversion of all of our outstanding unsecured convertible promissory notes into shares of our common stock contemporaneously with the closing of this offering (exclusive of shares issuable for accrued interest under such notes). No holder of these notes will be permitted to convert such notes to the extent that the holder or any of its affiliates would beneficially own in excess of 2.0% of our common stock after such conversion. The number of shares set forth above assumes no such limitation on the conversion of the notes. If outstanding stock options and warrants to purchase shares of common stock are exercised, there would be further dilution. See "Dilution."

Your ownership may be diluted if additional capital stock is issued to raise capital, to finance acquisitions or in connection with strategic transactions.

We intend to seek to raise additional funds, finance acquisitions or develop strategic relationships by issuing equity or convertible debt securities in addition to the shares issued in this offering, which would reduce the percentage ownership of our existing stockholders. Our board of directors has the authority, without action or vote of the stockholders, to issue all or any part of our authorized but unissued shares of common or preferred stock. Prior to this offering commencing, our articles of incorporation will be amended to authorize us to issue up to 75,000,000 shares of common stock and 5,000,000 shares of preferred stock. Future issuances of common or preferred stock would reduce your influence over matters on which stockholders vote and would be dilutive to earnings per share. In addition, any newly issued preferred stock could have rights, preferences and privileges senior to those of the common stock. Those rights, preferences and privileges could include, among other things, the establishment of dividends that must be paid prior to declaring or paying dividends or other distributions to holders of our common stock or providing for preferential liquidation rights. These rights, preferences and privileges could negatively affect the rights of holders of our common stock, and the right to convert such preferred stock into shares of our common stock at a rate or price that would have a dilutive effect on the outstanding shares of our common stock.

As an "emerging growth company" under the Jumpstart Our Business Startups Act, or JOBS Act, we are permitted to, and intend to, rely on exemptions from certain disclosure requirements.

As an "emerging growth company" under the JOBS Act, we are permitted to, and intend to, rely on exemptions from certain disclosure requirements. We are an emerging growth company until the earliest of:

- the last day of the fiscal year during which we have total annual gross revenues of $1 billion or more;
- the last day of the fiscal year following the fifth anniversary of this offering;
- the date on which we have, during the previous 3-year period, issued more than $1 billion in non-convertible debt; or
- the date on which we are deemed a "large accelerated issuer" as defined under the federal securities laws.

For so long as we remain an emerging growth company, we will not be required to:

- have an auditor report on our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002;
- comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements (auditor discussion and analysis);
- submit certain executive compensation matters to shareholders advisory votes pursuant to the "say on frequency" and "say on pay" provisions (requiring a non-binding shareholder vote to approve compensation of certain executive officers) and the "say on golden parachute" provisions (requiring a non-binding shareholder vote to approve golden parachute arrangements for certain executive officers in connection with mergers and certain other business combinations) of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010;
- include detailed compensation discussion and analysis in our filings under the Securities Exchange Act of 1934, as amended, and instead may provide a reduced level of disclosure concerning executive compensation;
- may present only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations, or MD&A; and
- are eligible to claim longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act.

We intend to take advantage of all of these reduced reporting requirements and exemptions, other than the longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act.

Certain of these reduced reporting requirements and exemptions were already available to us due to the fact that we also qualify as a "smaller reporting company" under SEC rules. For instance, smaller reporting companies are not required to obtain an auditor attestation and report regarding management's assessment of internal control over financial reporting; are not required to provide a compensation discussion and analysis; are not required to provide a pay-for-performance graph or CEO pay ratio disclosure; and may present only two years of audited financial statements and related MD&A disclosure.

We cannot predict if investors will find our securities less attractive due to our reliance on these exemptions. If investors were to find our common stock less attractive as a result of our election, we may have difficulty raising all of the proceeds we seek in this offering.

Investors who subscribe for our securities through the online platform will be subject to different, less favorable terms than Investors who do not subscribe through such platform.

Investors in the offering have the option to subscribe through an online platform maintained by FlashFunders, Inc., or to subscribe by filling out a paper subscription agreement and mailing it to the underwriter, pursuant to the instructions in the subscription agreement. Investors who decide to invest through the online platform will be subject to different terms than Investors who subscribe offline. Specifically, investors who invest online will be subject to the "terms of use" of the online platform. The terms of use of the online platform may restrict the investors rights to bring an action against the platform through which they invest, including but not limited to the ability to pursue a claim in state or federal court, the ability to request a jury trial, the ability to bring suit in a certain forum or jurisdiction, the ability to seek indemnity against the platform for any loss sustained as a result of your investment, and to otherwise pursue claims against the platform that would otherwise be available to the investor in the absence of agreeing to such terms of use.

The terms of use may apply to potential claims made against the platform under the federal securities laws. The Company believes the enforceability of the terms of use against both investors in this offering, as well as transferees of the shares purchased by the investors in this offering, is unsettled law, and the Company can provide no assurance to either investors in this offering or transferees of the shares purchased by the investors in this offering whether the platform will be able to successfully enforce its terms of use with respect to federal securities laws. Notwithstanding the foregoing, the Company has been advised by FlashFunders, Inc. that to the extent the terms of use on the platform would conflict with and be prohibited under the federal securities laws and the rules and regulations thereunder, the platform would not attempt to enforce such terms against any purchaser of shares on their platform, as well as transferees of such shares. Investors should carefully read and consider the terms of use prior to agreeing to such terms or otherwise making an investment through the platform.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offering Circular contains forward-looking statements, which reflect our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this Offering Circular and are subject to a number of risks, uncertainties and assumptions described under the sections in this Offering Circular entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this Offering Circular. Forward-looking statements are identified by terms such as "may," "will," "should," "expect," "plan," "anticipate," "could," "intend," "target," "project," "contemplates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of these terms or other similar expressions. Readers are cautioned not to place undue reliance on these forward-looking statements, which are based on the information available to management at this time and which speak only as of this date. Examples of our forward-looking statements include:

- our ability to obtain additional funding to develop our product candidates;
- the need to obtain regulatory approval of our product candidates;
- the success of our clinical trials through all phases of clinical development;
- compliance with obligations under intellectual property licenses with third parties;
- any delays in regulatory review and approval of product candidates in clinical development;
- our ability to commercialize our product candidates;
- market acceptance of our product candidates;
- competition from existing products or new products that may emerge;
- potential product liability claims;
- our dependency on third-party manufacturers to supply or manufacture our products;
- our ability to establish or maintain collaborations, licensing or other arrangements;
- our ability and third parties' abilities to protect intellectual property rights;
- our ability to adequately support future growth; and
- our ability to attract and retain key personnel to manage our business effectively.

Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified and some of which are beyond our control, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. Moreover, we operate in an evolving environment. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise. The forward-looking statements contained in this Offering Circular are excluded from the safe harbor protection provided by the Private Securities Litigation Reform Act of 1995 and Section 27A of the Securities Act.

This Offering Circular also incorporates by reference estimates and other statistical data made by independent parties and by us relating to market size and growth and other data about our industry. This data involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. In addition, projections, assumptions and estimates of our future performance and the future performance of the markets in which we operate are necessarily subject to a high degree of uncertainty and risk.

DILUTION

Purchasers of our common stock in this offering will experience an immediate dilution of net tangible book value per share from the public offering price of $6.00. Dilution in net tangible book value per share represents the difference between the amount per share paid by the purchasers of shares of common stock and the net tangible book value per share immediately after this offering.

As of June 30, 2018, our net tangible book value was ($280,139), or ($0.03) per share of common stock. Net tangible book value per share represents our total tangible assets, less our total liabilities, divided by the number of outstanding shares of our common stock.

Dilution represents the difference between the amount per share paid by purchasers in this offering and the pro forma net tangible book value per share of common stock after the offering. After (i) giving effect to the sale of 1,000,000 shares of common stock (minimum) and 2,500,000 shares of common stock (maximum) in this offering at an offering price of $6.00 per share, (ii) after deducting estimated offering expenses payable by us of $375,000, (iii) assuming the conversion of all of our outstanding unsecured convertible promissory notes into 4,260,942 shares of our common stock contemporaneously with the closing of this offering (exclusive of shares issuable for accrued interest under such notes), and (iv) assuming the conversion of our outstanding SAFE securities into 127,208 shares of common stock contemporaneously with the closing of this offering, our pro forma net tangible book value per share would have been $0.31 (minimum) and $0.76 (maximum) per share. This represents an immediate increase in pro forma net tangible book value per share of $0.34 (minimum) and $0.79 (maximum) per share to our existing stockholders and immediate dilution of $5.69 (minimum) and $5.24 (maximum) per share to new investors purchasing shares at the public offering price of $6.00 per share. The following table illustrates the dilution in pro forma net tangible book value per share to new investors as of June 30, 2018.

	Minimum	Maximum
Assumed public offering price per share	$ 6.00	$ 6.00
Net tangible book value per share on June 30, 2018	$ (0.03)	$ (0.03)
Increase in net tangible book value per share to the existing stockholders attributable to this offering	$ 0.34	$ 0.79
Adjusted net tangible book value per share after this offering	$ 0.31	$ 0.76
Dilution in net tangible book value per share to new investors	$ 5.69	$ 5.24

The following tables set forth, as of June 30, 2018, the number of shares of common stock purchased from us, the total cash consideration paid to us and the average price per share paid by the existing holders of our common stock and the price to be paid by new investors at the public offering price of $6.00 per share.

Minimum Offering

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing investors before this offering	10,536,004	91.3%	$ 491,415	7.6%	$ 0.05
Investors purchasing shares in this offering	1,000,000	8.7%	6,000,000	92.4%	$ 6.00
Total	11,536,004	100%	$ 6,491,415	100%	$ 0.56

Maximum Offering

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing investors before this offering	10,536,004	80.8%	$ 491,415	3.2%	$ 0.05
Investors purchasing shares in this offering	2,500,000	19.2%	15,000,000	96.8%	$ 6.00
Total	13,036,004	100%	$ 15,491,415	100%	$ 1.19

USE OF PROCEEDS

Based on an initial public offering price of $6.00 per share, we estimate that the net proceeds from this offering, after deducting commissions and expenses payable by us and other offering expenses payable by us, will be approximately $5.2 million if we sell a minimum of 1,000,000 shares and approximately $13.6 million if we sell all 2,500,000 shares of our common stock in this offering. However, this is a best efforts offering and there is no assurance that we will sell any shares or receive any proceeds.

We intend to use the proceeds from this offering as follows:

	Minimum Offering	Maximum Offering
Gross Proceeds	**$6,000,000**	**$15,000,000**
Offering expenses (underwriting commissions, underwriter expenses and Company offering expenses) (1)	$795,000	$1,425,000
Net proceeds	**$5,205,000**	**$13,575,000**
Use of Proceeds		
Phase 2 trial for Berubicin (2)	$3,975,000	$10,212,500
Other research and development	–	$1,130,000
Working capital	$1,230,000	$2,232,500

(1) This table assumes broker-dealer commissions of 7% of the gross offering proceeds.

(2) If we complete the maximum offering, we estimate that we will have sufficient funds to complete the Phase 2 clinical trial for Berubicin. If we complete the minimum offering, we estimate that we will require additional financing of approximately $7.0 million to complete the trial plus such additional working capital to fund our operations during the pendency of the trial. The timing and costs of clinical trials are difficult to predict and as such the foregoing estimates may prove to be inaccurate.

We believe the net proceeds of this offering, together with our cash and cash equivalents, will be sufficient to meet our cash, operational and liquidity requirements for at least 12 months.

As of the date of this Offering Circular, we cannot specify with certainty all of the particular uses for the net proceeds to us from this offering. Accordingly, our management and board of directors will have broad discretion in the application of these proceeds. Net offering proceeds not immediately applied to the uses summarized above will be invested in short-term investments such as money market funds, commercial paper, U.S. treasury bills and similar securities investments pending their use.

DIVIDEND POLICY

We have never declared dividends on our equity securities, and currently do not plan to declare dividends on shares of our common stock in the foreseeable future. We expect to retain our future earnings, if any, for use in the operation and expansion of our business. Subject to the foregoing, the payment of cash dividends in the future, if any, will be at the discretion of our board of directors and will depend upon such factors as earnings levels, capital requirements, our overall financial condition and any other factors deemed relevant by our board of directors.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read together with our financial statements and the related notes appearing elsewhere in this Offering Circular. This discussion contains forward-looking statements reflecting our current expectations that involve risks and uncertainties. See "Risk Factors" for a discussion of the uncertainties, risks and assumptions associated with these statements. Actual results and the timing of events could differ materially from those discussed in our forward-looking statements as a result of many factors, including those set forth under "Risk Factors" and elsewhere in this Offering Circular.

Overview

We are a preclinical stage pharmaceutical company organized as a Nevada corporation on July 27, 2017 to focus on the development of anticancer drug candidates for the treatment of brain and central nervous system tumors, which drug candidates are based on a license agreement with HPI, and a collaboration and asset purchase agreement with Reata.

We believe our lead drug candidate, Berubicin, if approved by the FDA, may be a significant discovery in the treatment of glioblastoma. Glioblastoma are tumors that arise from astrocytes, which are star-shaped cells making up the supportive tissue of the brain. These tumors are usually highly malignant (cancerous) because the cells reproduce quickly and they are supported by a large network of blood vessels. Berubicin is an anthracycline, which is a class of drugs that are among the most powerful chemotherapy drugs known. Berubicin is the first anthracycline shown to cross the BBB and target cancer cells. While our current focus is solely on the development of Berubicin, we are also in the process of attempting to secure intellectual property rights in additional compounds that may be developed into drugs to treat cancers.

Plan of Operations

Our plan of operations is primarily focused on using the proceeds from this offering to complete a Phase 2 clinical trial for Berubicin. We intend to use the proceeds from this offering as follows:

	Minimum Offering	**Maximum Offering**
Gross Proceeds	**$6,000,000**	**$15,000,000**
Offering expenses (underwriting commissions, underwriter expenses and Company offering expenses) (1)	$795,000	$1,425,000
Net proceeds	**$5,205,000**	**$13,575,000**
Use of Proceeds		
Phase 2 trial for Berubicin (2)	$3,975,000	$10,212,500
Other research and development	--	$1,130,000
Working capital	$1,230,000	$2,232,500

(1) This table assumes broker-dealer commissions of 7% of the gross offering proceeds.

(2) If we complete the maximum offering, we estimate that we will have sufficient funds to complete the Phase 2 clinical trial for Berubicin. If we complete the minimum offering, we estimate that we will require additional financing of approximately $6.0 million to complete the trial plus such additional working capital to fund our operations during the pendency of the trial. The timing and costs of clinical trials are difficult to predict and as such the foregoing estimates may prove to be inaccurate.

We believe the net proceeds of this offering, together with our cash and cash equivalents, will be sufficient to meet our cash, operational and liquidity requirements for at least 12 months.

We recognize that following the completion of this offering, we will need to raise additional capital in order to meet its obligations and execute its business plan within the next two years. If we are unable to raise sufficient additional funds through this offering, we will be required to develop and implement an alternative plan to further extend payables, reduce overhead or scale back our business plan until sufficient additional capital is raised to support further operations. There can be no assurance that such a plan will be successful.

Recent Business Developments

On November 21, 2017, we entered into a Collaboration and Asset Purchase Agreement with Reata. Through this agreement, we purchased all of Reata's rights, title, interest and previously conducted research and development results in the chemical compound commonly known as Berubicin. In exchange for these rights, we agreed to pay Reata an amount equal to 2.25% of the net sales of Berubicin for a period of 10 years from our first commercial sale of Berubicin plus $10,000. Reata also agreed to use commercially reasonable efforts, at the Company's expense, to provide development assistance related to the product and/or product intellectual property.

On December 28, 2017, we entered into an Amended and Restated Patent License Agreement with HPI. HPI is owned by Dr. Priebe whom controls a majority of our shares. Pursuant to this Agreement, we obtained a worldwide, exclusive license to the chemical compound commonly known as WP744. In exchange for these rights, we agreed to pay consideration to HPI as follows: (i) development fees of $750,000 over a three-year period beginning after the $7.0 million raise is complete; (ii) a 2% royalty on net sales; (iii) a $50,000 per year license fee; (iv) milestone payments of $100,000 upon the commencement of a Phase II trial and $1.0 million upon the approval of a New Drug Application ("NDA") for Berubicin; and (v) 200,000 shares of our common stock. Our rights pursuant to the HPI License are contingent on us raising at least $7.0 million within 12 months from the effective date of the HPI License, a date which can be extended by an additional 12 months by the payment of a nominal fee.

Results of Operations

Period from July 27, 2017 (inception) through December 31, 2017

We were formed on July 27, 2017; therefore, the financial information for 2017 is from the inception through December 31, 2017.

General and Administrative Expense

General and administrative expense was $182,467 for the period from July 27, 2017 (inception) to December 31, 2017. The expense was mainly attributable to officer compensation of approximately $133,000 related to our chief financial officer and chief executive officer of which approximately $50,000 was paid in common stock. We also incurred approximately $47,000 of expenses related to audit and accounting, and legal costs.

Research and Development Expense

Research and development expense was $32,638 for the period from July 27, 2017 (inception) to December 31, 2017. The expenses incurred during the period were related to patent maintenance cost. We expect to incur increased research and development costs in the future as our product development activities expand.

Interest Expense

Interest expense of $4,257 included expense accrued on our notes payable and convertible notes payable issued in 2017 bearing interest at the rate of 10% per annum.

Net Loss

The net loss for the period from July 27, 2017 (inception) to December 31, 2017 was $219,362.

Six months ended June 30, 2018

General and Administrative Expense

General and administrative expense was $486,632 for the six months ended June 30, 2018. The expense was mainly attributable to advertising expenses related to our Regulation CF fundraising campaign hosted at www.Republic.co of approximately $207,000, professional fees of approximately $86,000 and employee compensation of approximately $123,000.

Research and Development Expense

Research and development expense was $16,667 for the six months ended June 30, 2018. The expenses incurred during the period were related to patent maintenance cost. We expect to incur increased research and development costs in the future as our product development activities expand.

Interest and Other Expense

Interest expense of $7,351 included expense accrued on our notes payable and convertible notes payable issued in 2017 and 2018 bearing interest at the rate of 10% per annum. The Company incurred a total of $41,883 of commission and other fees on the SAFE agreement which were settled out of the proceeds. In addition, the Company recorded a commission of $12,571 as an increase to the SAFE agreement liability.

Net Loss

The net loss for the six months ended June 30, 2018 was $567,182.

Liquidity and Capital Resources

On December 31, 2017, we had cash of $110,543 and we had a working capital deficit of $58,532. On June 30, 2018, we had cash of $380,687 and a working capital deficit of $280,139. We have historically funded our operations from proceeds from debt and equity sales.

Cash used in operating activities

Net cash used in operating activities was $112,197 for the period from July 27, 2017 (inception) to December 31, 2017 and $453,356 for the six months ended June 30, 2018 and mainly included payments made for officer compensation, marketing and professional fees to our consultants, attorneys and accountants for services related to completion of our audit and preparation of our public offering filings.

Cash provided by financing activities

Net cash provided by financing activities was $222,740 for the period from July 27, 2017 (inception) to December 31, 2017 and $723,500 for the six months ended June 30, 2018. We received $100,915 net proceeds from sale of our common stock and $121,825 from the issuance of notes payable and convertible notes payable during the period from July 27, 2017 (inception) to December 31, 2017 and $390,500 from the issuance of common stock during the six months ended June 30, 2018. In addition during the six months ended June 30, 2018 we received net proceeds of $279,000 from the issuance of a convertible note payable and $150,000 from the closing of our SAFE agreements.

Since our inception and through June 30, 2018, we have funded our operations through the sale and issuance of common stock and convertible and non-convertible notes payable. From August to September 2017, we issued various convertible notes to our lenders. The note proceeds were $386,825. Each note bears interest at 10% per annum and are scheduled to mature on the earlier of 12 to 18 months after issuance or the completion of an initial public offering of our securities.

In March 2018, we commenced an offering pursuant to Regulation CF of the Securities Act pursuant to which we offered units of SAFE securities. The offering ended on June 11, 2018 and we issued $628,558 of SAFE securities. Pursuant to the terms of the SAFE securities, if we complete this offering and become listed on the Nasdaq Stock Market, the purchaser of the SAFE security will automatically receive a number of shares of our common stock equal to the purchase amount divided by the product of (a) 84% multiplied by (b) the public offering price per share in this offering, or $5.04 per share.

We do not have any material commitments for capital expenditures, although we are required to pay certain development fees to HPI as described in the section "-Recent Business Developments" above.

The continuation of the Company as a going concern is dependent upon our ability to obtain continued financial support from its stockholders, necessary equity financing to continue operations and the attainment of profitable operations. As of June 30, 2018, the Company has incurred an accumulated deficit of $786,544 since inception and had not yet generated any revenue from operations. Additionally, management anticipates that its cash on hand as of June 30, 2018 is sufficient to fund its planned operations into but not beyond one year from the date of the issuance of these financial statements. These factors raise substantial doubt regarding our ability to continue as a going concern.

We will have additional capital requirements for 2018. We may need to seek additional financing, which may or may not be available to us, while we attempt to raise additional capital through the sale of our common stock pursuant to this Offering Circular once it is qualified by the SEC.

JOBS Act and Recent Accounting Standards

The recently enacted JOBS Act provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended, for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this extended transition period and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

We have implemented all new accounting standards that are in effect and may impact our financial statements and we do not believe that there are any other new accounting standards that have been issued that might have a material impact on our financial position or results of operations.

Critical Accounting Policies

Use of Estimates in Financial Statement Presentation - The preparation of these financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Beneficial Conversion Feature - From time to time, the Company has issued convertible notes that have conversion prices that create an embedded beneficial conversion feature on the issuance date. A beneficial conversion feature exists on the date a convertible note is issued when the fair value of the underlying common stock to which the note is convertible into is in excess of the remaining unallocated proceeds of the note after first considering the allocation of a portion of the note proceeds to the fair value of any attached equity instruments, if any related equity instruments were granted with the debt. The Company estimated the fair value of its common stock on the dates issued. The intrinsic value of the beneficial conversion feature is recorded as a debt discount with a corresponding amount to additional paid-in capital, if any. The debt discount is amortized to interest expense over the life of the note using the effective interest method.

Stock-based Compensation - Employee share-based payment compensation is measured at the grant date, based on the fair value of the award, and is recognized as an expense over the requisite service period.

Share-based awards to non-employees are expensed over the period in which the related services are rendered at their fair value.

Research and Development Costs - Research and development costs are expensed as incurred.

BUSINESS

Overview

We are a preclinical stage pharmaceutical company organized as a Nevada corporation in July 2017 to focus on the development of anticancer drug candidates for the treatment of brain and central nervous system tumors, which are based on a license agreement with HPI and a collaboration and asset purchase agreement with Reata.

We believe our lead drug candidate, Berubicin, if approved by the FDA, may be a significant discovery in the treatment of glioblastoma. Glioblastoma are tumors that arise from astrocytes, which are star-shaped cells making up the supportive tissue of the brain. These tumors are usually highly malignant (cancerous) because the cells reproduce quickly and they are supported by a large network of blood vessels. Berubicin is an anthracycline, which is a class of drugs that are among the most powerful chemotherapy drugs known. Berubicin is the first anthracycline shown to cross the BBB and target cancer cells. While our current focus is solely on the development of Berubicin, we are also in the process of attempting to secure intellectual property rights in additional compounds that may be developed into drugs to treat cancers.

Berubicin was discovered at MD Anderson by Dr. Waldemar Priebe, the founder of the Company. Through a series of transactions, Berubicin was initially licensed to Reata. Reata conducted a successful Phase I clinical trial on Berubicin but subsequently allowed their IND with the FDA to lapse for strategic reasons. This will require us to obtain a new IND for Berubicin before beginning further clinical trials.

We do not have manufacturing facilities and all manufacturing activities are contracted out to third parties. Additionally, we do not have a sales organization.

On November 21, 2017, we entered into a Collaboration and Asset Purchase Agreement with Reata (the "Reata Agreement"). Pursuant to the Reata Agreement we purchased all of Reata's intellectual property and development data regarding Berubicin, including all trade secrets, knowhow, confidential information and other intellectual property rights, which we refer to as the Reata Data. Our review of the Reata Data leads us to believe that Berubicin may have greater potential for efficacy and safety in glioblastoma patients than currently available therapies.

On December 28, 2017, we obtained the rights to a worldwide, exclusive royalty-bearing, license to the chemical compound commonly known as Berubicin from HPI in an agreement we refer to as the HPI License. Under the HPI License we obtained the exclusive right to develop certain patented chemical compounds for use in the treatment of cancer anywhere in the world. Our rights pursuant to the HPI License are contingent on us raising at least $7,000,000 within 12 months from the effective date of the HPI License, a date which can be extended by an additional 12 months by the payment of a nominal fee. In the HPI License we agreed to pay HPI: (i) development fees of $750,000 over a three-year period beginning after the $7.0 million raise is complete; (ii) a 2% royalty on net sales; (iii) a $50,000 per year license fee; (iv) milestone payments of $100,000 upon the commencement of a Phase II trial and $1.0 million upon the approval of an NDA for Berubicin; and (v) 200,000 shares of our common stock.

With the Reata Agreement and the HPI License, if we are able to raise $7.0 million in this offering, we believe we will have obtained all rights and intellectual property necessary to develop Berubicin. As stated earlier, it is the Company's plan to obtain additional intellectual property covering other compounds which, subject to the receipt of additional financing, may be developed into drugs for brain and other cancers.

Market for Berubicin

We were created to specialize in the discovery and development of novel treatments for brain tumors. Our main focus is currently the development and testing of Berubicin. Berubicin is the first anthracycline shown in animal models to cross the blood brain barrier and target cancer cells. In 2009, the prior developer of Berubicin completed its Phase 1 clinical trial in patients diagnosed with brain cancers, including glioblastoma, the most aggressive form of brain cancer.

Currently, there are no effective therapies for glioblastoma. In the clinical trial completed in February 2009, Berubicin demonstrated one durable complete response (considered clinically to be a cure) lasting over 11 years in a glioblastoma patient. In a prior clinical trial, Berubicin has also shown promising data in a patient population that currently has a dismal median survival rate of only 14.6 months from glioblastoma diagnosis and few effective therapeutic options. If the early results are proven to be reproducible and if we secure regulatory approval to market Berubicin, its ability to cross the BBB combined with its mechanism of action, more thoroughly discussed below, has the potential to transform the treatment for this deadly cancer.

In the United States, 22,850 new glioblastoma patients are diagnosed and 15,300 patients die of this deadly disease annually (National Cancer Institute 2015). Due to the lack of effective therapies, the five-year survival rate of glioblastoma ranges from 13% for younger aged patients (20 to 44 years) to 1% for older populations. The current standard for treatment is surgery, radiation, and chemotherapy with temozolomide ("TMZ"). TMZ, the current standard of treatment for glioblastoma, has limited efficacy. In the TMZ final clinical trial performed before submitting for FDA approval (573 patients), overall survival was only improved by 2.5 months versus radiation alone.

Based on the compelling data relating to the mechanism of action of Berubicin, as well as initial clinical results in the Phase 1 study completed by the prior developer of Berubicin, we are planning a multicenter Phase 2 study that will evaluate the efficacy of Berubicin in subjects who have glioblastoma that has recurred or progressed following prior radiation therapy and TMZ, which are the standards of care for newly diagnosed glioblastoma. Efficacy will be measured in terms of progression-free survival, which is a major endpoint in studies of glioblastoma, using accepted methodology (magnetic resonance imaging, MRI, including both pre- and post-gadolinium T1-weighted scans and T2/fluid attenuated inversion recovery (FLAIR) images), corticosteroid usage, and neurologic status (as measured by neurologic exam and the patient's performance on standardized exams). All of these are considered important in terms of a disease that after failure of primary therapy is almost uniformly fatal.

Assuming data from the above described Phase 2 study is positive, at its completion we intend to either look for a partner with which to conduct a Phase 3 study, or to raise sufficient capital to conduct such a study on our own. The goal of these studies is to develop a body of evidence to support a successful application with the U.S. Food and Drug Administration (FDA) and/or other similar regulatory agencies around the world. Should we obtain approval from the FDA or other international regulatory agencies to market Berubicin, we will either partner with third parties to sell and distribute it to physicians and patients, or we will develop our own sales force to do so.

Berubicin

Our first product under development is Berubicin, a development stage anthracycline intended to treat glioblastoma. Berubicin is an anthracycline, a class of drugs that are among the most powerful chemotherapy drugs known. Berubicin intercalates into DNA and interrupts topoisomerase II activity, resulting in the inhibition of DNA replication and repair, and RNA and protein synthesis. Unlike other anthracycline derivatives, Berubicin has been shown in animal models to cross the blood brain barrier and targets cancer cells, specifically glioblastoma.

Glioblastoma has an unfavorable prognosis mainly due to its high propensity for tumor recurrence, which is inevitable after a median survival time of 32–36 weeks. A plethora of monotherapy and combination chemotherapy strategies have been evaluated in patients with recurrent glioblastoma. Although these can result in some minor improvements in progression-free survival, with an estimation of approximately 30% after six months, no obvious increase in survival has been associated with any particular regimen.

Despite aggressive initial treatment, most patients develop recurrent diseases which can be treated with reresection, systemic treatment with targeted agents or cytotoxic chemotherapy, reirradiation, or radiosurgery. Research into novel therapies is investigating alternative temozolomide regimens, convection-enhanced delivery, immunotherapy, gene therapy, antiangiogenic agents, poly ADP ribose polymerase inhibitors, or cancer stem cell signaling pathways. Overall, the 5-year survival rate is <10%, with a final mortality rate of close to 100%. Therefore, the development of novel therapeutic options for patients with recurrent glioblastoma remains a priority.

Less than 40% of glioblastoma patients have a genetic variation which makes their tumors initially more responsive to TMZ. However, because nearly all these patients will quickly become resistant, Berubicin could be prescribed after failure with TMZ. In the remaining 60% of patients, Berubicin could become the primary drug treatment because TMZ is ineffective in this patient population. Berubicin received an Orphan Drug designation by the FDA in 2013, providing seven years of marketing exclusivity after FDA approval. Furthermore, should our human trials demonstrate a significant improvement in glioblastoma patient outcomes, the FDA may grant us an accelerated review schedule under its Breakthrough Therapy Designation.

Given the short-term efficacy and low survival rate of glioblastoma and other CNS patient groups, we believe there is a significant unmet need, and financial opportunity.

Berubicin Clinical Trial

In the first clinical trial for Berubicin, which was referred to as Study RTA 744-C-0401, one patient achieved a complete response. The patient remained on study through seven cycles of therapy before being withdrawn for elevated liver function tests unrelated to drug study. The patient was under observation from November 2006 and remained disease free as of December 31, 2008. The patient remains disease free and clinically stable as of March 28, 2018, at his last clinical visit.

Study design

Study RTA 744-C-0401 was a Phase I dose-finding and pharmacokinetic study of intravenous Berubicin injection in patients with recurrent or refractory anaplastic astrocytoma, anaplastic oligodendroglioma, anaplastic mixed oligo-astrocytoma, glioblastoma multiforme or gliosarcoma, with or without concurrent treatment with enzyme-inducing anticonvulsant drug therapy.

The study was an open-label, accelerated dose-escalation study to determine the maximum tolerated dose ("MTD") starting with patients who were not taking concurrent enzyme-inducing anticonvulsant drugs. Intra-patient dose-escalation was allowed after a patient had received a minimum of 4 cycles. Berubicin injection was administered either daily for three consecutive days repeated every three weeks (Group A), or once-weekly for four-consecutive weeks repeated every five weeks (Group C). Enrollment in a planned dose escalation Group B (patients on enzyme-inducing anticonvulsant drugs) was not initiated after it was determined that the standard of care had changed and an insufficient number of patients being treated with enzyme-inducing anticonvulsant drugs would make it difficult to accrue the requisite number of patients to this group. The MTD was determined in a stepwise fashion for the remaining two groups of patients: initially, patients who were not taking concurrent enzyme-inducing anticonvulsant drugs were enrolled in "Group A". Once the MTD was determined in Group A, a new group of patients (Group C) was enrolled into the study to evaluate the tolerability and MTD of Berubicin when administered once a week.

Study Objectives

Primary objectives:

- To determine the MTD and dose limiting toxicity of Berubicin injection in patients with recurrent or refractory primary brain tumors;
- To determine the qualitative and quantitative toxic effects of Berubicin injections;
- To characterize these two primary objectives in: a) patients who were not receiving enzyme-inducing anticonvulsant drugs and received Berubicin administered three times daily every 21 days (Group A); b) patients who were receiving concurrent enzyme-inducing anticonvulsant drugs and received Berubicin administered three times daily every 21 days (Group B); and c) patients who were not receiving enzyme-inducing anticonvulsant drugs and received Berubicin administered once weekly for four weeks repeated every five weeks (Group C).

Secondary objectives:

- To characterize the multiple-dose pharmacokinetics of Berubicin in patients enrolled in the 3 groups described above;
- To document any potential antitumor activity of Berubicin in those patients with measurable disease.
- To correlate pharmacokinetic information with clinical (efficacy and safety) responses.

Study Results

The first patient was enrolled in the study in November 2005 and as of February 2009, the study was closed to accrual with no active patients remaining on study. Berubicin was administered to a total of 54 patients (35 male and 19 female) with ages ranging from 25 to 70 years. Of the 54 total patients treated, six new patients (four males and two females) were enrolled onto the study and treated during this report period. One additional male patient remained on treatment during this report period. Thirty-seven of the patients (69%) entered the study with a diagnosis of glioblastoma multiforme, seven of which were secondary to transformation from anaplastic astrocytoma. Time since initial brain tumor diagnosis ranged from four months to 301 months (for a patient diagnosed with childhood anaplastic astrocytoma).

Efficacy: Twenty-five of the 35 patients enrolled in Group A were evaluable for response (under the Macdonald criteria described below). One patient administered Berubicin at 2.4 mg/m2/day achieved a complete response. The patient remained on study through 7 cycles of therapy before being withdrawn for elevated liver function tests unrelated to drug study. The patient was under observation from November 27, 2006 and remained disease free as of March 28, 2008. The patient remains disease free and clinically stable as of March 28, 2018, at his last clinical visit.

One additional patient (7.5 mg/m2/day) achieved an unconfirmed partial response as best recorded response. The patient had an 80% reduction in tumor volume after two cycles of therapy. At the end of four cycles of therapy, although the initial lesion remained reduced, the patient developed a new lesion on MRI and was assessed as having disease progression. Ten additional patients in Group A had stable disease of 2-to-8 cycles in duration; median four cycles (12 weeks). In Group C, seven patients were evaluable for response and all had progressive disease. Twelve patients were discontinued from the study prior to the end of cycle 2 due to clinical deterioration and/or disease progression.

Macdonald criteria. The Macdonald criteria, similarly to other systems, divides response into four types of response based on imaging (MRI) and clinical features:

1. complete response
2. partial response
3. stable disease
4. progression

The measurements are obtained from axial post contrast T1 images. The maximal diameter is obtained, and then the second diameter is obtained at right angles to the first. The product of these measurements is then used for the purpose of comparison.

Complete response

- Imaging features
  - Disappearance of all enhancing disease (measurable and non-measurable)
  - Sustained for at least four weeks
  - No new lesions

- Clinical features
  - No corticosteroids
  - Clinically stable or improved

Partial response

- Imaging features
  - 50% or more decrease of all measurable enhancing lesions
  - Sustained for at least 4 weeks
  - No new lesions

- Clinical features
  - Stable or reduced corticosteroids
  - Clinically stable or improved

Stable disease

- Imaging features
  - Does not qualify for complete response, partial response or progression
- Clinical features
  - Clinically stable

Progression

- Imaging features
  - 25% of more increase in enhancing lesions
  - Any new lesions
- Clinical features
  - Clinical deterioration

Summary of Adverse Events: The adverse events experienced during Study RTA 744-C-0401 for all CTC grades of severity and regardless of relationship to study medication are identified below.

Serious Adverse Event	Number of Patients Experiencing Adverse Event
Pulmonary embolism	5
Convulsion	5
Urinary tract infection	1
Peripheral motor neuropathy	1
Peripheral sensory neuropathy	1
Urinary retention	1
Nausea	4
Vomiting	5
Constipation	1
Leukopenia	1
Neutropenia	1
Headache	3
Speech disorder	1
Pyramidal tract syndrome	3
Somnolence	1
Dehydration	3
Brain oedema	1
Papilloedema	1
Eyelid ptosis	1
Macular oedema	1
Syncope	2
Deep vein thrombosis	1
Loss of consciousness	1
Embolism	1
Hemiparesis	1
Hydrocephalus	1
Muscle atrophy	1
Thrombocytopenia	1
Disease progression	3
Mental status changes	4
Thrombosis	1
Sepsis	1
Depressed level of consciousness	1
Dyspnoea	2

The large number of central nervous system events is consistent with the underlying central nervous system malignant disease in these patients. Myelosupression and Myelotoxicity are expected here and are consistent with the known toxicities of the anthracycline class of medications. Meylosupressive and Myelotoxic events are generally manageable by a competent clinical team.

Competition

The current standard for treatment from glioblastoma is surgery, radiation, and chemotherapy with TMZ. While the percentage of patients who survive two years from diagnosis of glioblastoma has more than tripled in the last five years, from 8% to 25%, largely because of the use of temozolomide, five-year, progression free survival remains dismal. There are currently at least 87 different experimental therapies under development in the United States. Thus, we operate in a highly competitive segment of the pharmaceutical market, which market is highly competitive as a whole. We face competition from numerous sources including commercial pharmaceutical and biotechnology enterprises, academic institutions, government agencies, and private and public research institutions. Many of our competitors may have significantly greater financial, product development, manufacturing and marketing resources. Additionally, many universities and private and public research institutes are active in cancer research, and some may be in direct competition with us. We may also compete with these organizations to recruit scientists and clinical development personnel. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

Intellectual Property

Under the HPI License we obtained the exclusive right to develop certain patented chemical compounds for use in the treatment of cancer anywhere in the world. Our rights pursuant to the HPI License are contingent on us raising at least $7,000,000 within 12 months from the effective date of the HPI License, a date which can be extended by an additional 12 months by the payment of a nominal fee.

Governmental Regulation

Government authorities in the United States, at the federal, state and local level, and in other countries extensively regulate, among other things, the research, development, testing, manufacture, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, post-approval monitoring and reporting, marketing and export and import of products such as those we are developing. The pharmaceutical drug product candidates that we develop must be approved by the FDA before they may be marketed and distributed.

In the United States, the FDA regulates pharmaceutical products under the Federal Food, Drug, and Cosmetic Act, and implementing regulations. Pharmaceutical products are also subject to other federal, state and local statutes and regulations. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval, may subject an applicant to administrative or judicial sanctions. FDA and related enforcement activity could include refusal to approve pending applications, withdrawal of an approval, a clinical hold, warning letters, product recalls, product seizures, total or partial suspension of production or distribution injunctions, fines, refusals of government contracts, restitution, disgorgement or civil or criminal penalties. Any agency or judicial enforcement action could have a material adverse effect on us. The process required by the FDA before a pharmaceutical product may be marketed in the United States generally involves the following:

- Completion of preclinical laboratory tests, animal studies and formulation studies according to Good Laboratory Practices or other applicable regulations;
- Submission to the FDA of an Investigational New Drug application, or IND, which must become effective before human clinical studies may begin;
- Performance of adequate and well-controlled human clinical studies according to the FDA's current good clinical practices ("GCP"), to establish the safety and efficacy of the proposed pharmaceutical product for its intended use;
- Submission to the FDA of an NDA for a new pharmaceutical product;
- Satisfactory completion of an FDA inspection of the manufacturing facility or facilities where the pharmaceutical product is produced, to assess compliance with current good manufacturing practices ("cGMP"), to assure that the facilities, methods and controls are adequate to preserve the pharmaceutical product's identity, strength, quality and purity;
- Potential FDA audit of the preclinical and clinical study sites that generated the data in support of the NDA; and
- FDA review and approval of the NDA.

The lengthy process of seeking required approvals and the continuing need for compliance with applicable statutes and regulations require the expenditure of substantial resources and approvals, and continued compliance is inherently uncertain.

Before testing any compounds with potential therapeutic value in humans, the pharmaceutical product candidate enters the preclinical testing stage. Preclinical tests include laboratory evaluations of product chemistry, toxicity and formulation, as well as animal studies to assess the potential safety and activity of the pharmaceutical product candidate. These early proof-of-principle studies are done using sound scientific procedures and thorough documentation. The conduct of the single and repeat dose toxicology and toxicokinetic studies in animals must comply with federal regulations and requirements including good laboratory practices. The sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and a proposed clinical protocol, to the FDA as part of the IND. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA has concerns and notifies the sponsor. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical study can begin. If resolution cannot be reached within the 30-day review period, either the FDA places the IND on clinical hold or the sponsor withdraws the application. The FDA may also impose clinical holds on a pharmaceutical product candidate at any time before or during clinical studies for various reasons. Accordingly, we cannot be sure that submission of an IND will result in the FDA allowing clinical studies to begin, or that, once begun, issues will not arise that suspend or terminate such clinical study.

Clinical studies involve the administration of the pharmaceutical product candidate to healthy volunteers or patients under the supervision of qualified investigators, generally physicians not employed by or under the clinical study sponsor's control. Clinical studies are conducted under protocols detailing, among other things, the objectives of the clinical study, dosing procedures, subject selection and exclusion criteria, how the results will be analyzed and presented and the parameters to be used to monitor subject safety. Each protocol must be submitted to the FDA as part of the IND. Clinical studies must be conducted in accordance with GCP. Further, each clinical study must be reviewed and approved by an independent institutional review board ("IRB") at, or servicing, each institution at which the clinical study will be conducted. An IRB is charged with protecting the welfare and rights of study participants and considers such items as whether the risks to individuals participating in the clinical studies are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the informed consent form that must be provided to each clinical study subject or his or her legal representative and must monitor the clinical study until completed.

Human clinical studies are typically conducted in three sequential phases that may overlap or be combined:

- Phase 1: The pharmaceutical product is initially introduced into healthy human subjects and tested for safety, dosage tolerance, absorption, metabolism, distribution and excretion. In the case of some products for severe or life-threatening diseases such as cancer, especially when the product may be too inherently toxic to ethically administer to healthy volunteers, the initial human testing is often conducted in patients, with a goal of characterizing the safety profile of the drug and establishing a maximum tolerable dose ("MTD").

- Phase 2: With the maximum tolerable dose established in a Phase 1 trial, the pharmaceutical product is evaluated in a limited patient population at the MTD to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases, to determine dosage tolerance, optimal dosage and dosing schedule and to identify patient populations with specific characteristics where the pharmaceutical product may be more effective.

- Phase 3: Clinical studies are undertaken to further evaluate dosage, clinical efficacy and safety in an expanded patient population at geographically dispersed clinical study sites. These clinical studies are intended to establish the overall risk/benefit ratio of the product and provide an adequate basis for product labeling. The studies must be well controlled and usually include a control arm for comparison. One or two Phase 3 studies are usually required by the FDA for an NDA approval, depending on the disease severity and other available treatment options. In some instances, an NDA approval may be obtained based on Phase 2 clinical data with the understanding that the approved drug can be sold subject to a confirmatory trial to be conducted post-approval.

Post-approval studies, or Phase 4 clinical studies, may be conducted after initial marketing approval. These studies are often used to gain additional experience from the treatment of patients in the intended therapeutic indication. The FDA also may require Phase 4 studies, Risk Evaluation and Mitigation Strategies ("REMS") and post-marketing surveillance, among other things, to monitor the effects of an approved product or place conditions on an approval that could restrict the distribution or use of the product.

Progress reports detailing the results of the clinical studies must be submitted at least annually to the FDA and written IND safety reports must be submitted to the FDA and the investigators for serious and unexpected adverse events or any finding from tests in laboratory animals that suggests a significant risk for human subjects. Phase 1, Phase 2 and Phase 3 clinical studies may not be completed successfully within any specified period, if at all. The FDA or the sponsor or its data safety monitoring board may suspend a clinical study at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical study at its institution if the clinical study is not being conducted in accordance with the IRB's requirements or if the pharmaceutical product has been associated with unexpected serious harm to patients.

Concurrent with clinical studies, companies may complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the pharmaceutical product as well as finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the pharmaceutical product candidate and, among other things, must develop methods for testing the identity, strength, quality and purity of the final pharmaceutical product. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the pharmaceutical product candidate does not undergo unacceptable deterioration over its shelf life.

The results of product development, preclinical studies and clinical studies, along with descriptions of the manufacturing process, analytical tests conducted on the chemistry of the pharmaceutical product, proposed labeling and other relevant information are submitted to the FDA as part of an NDA requesting approval to market the product. The submission of an NDA is subject to the payment of substantial user fees. A waiver of such fees may be obtained under certain limited circumstances.

The FDA reviews all NDAs submitted before it accepts them for filing and may request additional information rather than accepting an NDA for filing. Once the submission is accepted for filing, the FDA begins an in-depth review of the NDA. Under the goals and policies agreed to by the FDA under the Prescription Drug User Fee Act ("PDUFA"), the FDA has 10 months after the 60-day filing date in which to complete its initial review of a standard review NDA and respond to the applicant, and six months after the 60-day filing date for a priority review NDA. The FDA does not always meet its PDUFA goal dates for standard and priority NDAs.

After the NDA submission is accepted for filing, the FDA reviews the NDA application to determine, among other things, whether the proposed product is safe and effective for its intended use, and whether the product is being manufactured in accordance with cGMP to assure and preserve the product's identity, strength, quality and purity. The FDA may refer applications for novel pharmaceutical products or pharmaceutical products which present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions. During the pharmaceutical product approval process, the FDA also will determine whether a REMS is necessary to assure the safe use of the pharmaceutical product. If the FDA concludes that a REMS is needed, the sponsor of the NDA must submit a proposed REMS; the FDA will not approve the NDA without a REMS, if required.

Before approving an NDA, the FDA will inspect the facilities at which the product is manufactured. The FDA will not approve the product unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving an NDA, the FDA will typically inspect one or more clinical sites as well as the site where the pharmaceutical product is manufactured to assure compliance with GCP and cGMP. If the FDA determines the application, manufacturing process or manufacturing facilities are not acceptable, it will outline the deficiencies in the submission and often will request additional testing or information. In addition, the FDA will require the review and approval of product labeling.

The NDA review and approval process is lengthy and difficult and the FDA may refuse to approve an NDA if the applicable regulatory criteria are not satisfied or may require additional clinical data or other data and information. Even if such data and information is submitted, the FDA may ultimately decide that the NDA does not satisfy the criteria for approval. Data obtained from clinical studies are not always conclusive and the FDA may interpret data differently than we interpret the same data. The FDA will issue a complete response letter if the agency decides not to approve the NDA. The complete response letter usually describes all of the specific deficiencies in the NDA identified by the FDA. The deficiencies identified may be minor, for example, requiring labeling changes, or major, for example, requiring additional clinical studies. Additionally, the complete response letter may include recommended actions that the applicant might take to place the application in a condition for approval. If a complete response letter is issued, the applicant may either resubmit the NDA, addressing all of the deficiencies identified in the letter, or withdraw the application.

If a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. In addition, the FDA may require Phase 4 testing which involves clinical studies designed to further assess pharmaceutical product safety and effectiveness and may require testing and surveillance programs to monitor the safety of approved products that have been commercialized.

Expedited Development and Review Programs

The FDA has a Fast Track program that is intended to expedite or facilitate the process for reviewing new pharmaceutical products that meet certain criteria. Specifically, new pharmaceutical products are eligible for Fast Track designation if they are intended to treat a serious condition and demonstrate the potential to address unmet medical needs for the condition. Fast Track designation applies to the combination of the product and the specific indication for which it is being studied. Unique to a Fast Track product, the FDA may consider for review sections of the NDA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the NDA, if the FDA determines that the schedule is acceptable and if the sponsor pays any required user fees upon submission of the first section of the NDA.

Any product submitted to the FDA for market, including a Fast Track program, may also be eligible for other FDA programs intended to expedite development and review, such as priority review and accelerated approval. Any product is eligible for priority review if it is intended to treat a serious condition and it offers a significant improvement in the treatment, diagnosis or prevention of a disease compared to marketed products. The FDA will attempt to direct additional resources to the evaluation of an application for a new pharmaceutical product designated for priority review in an effort to facilitate the review. Additionally, accelerated approval may be available for a product intended to treat a serious condition that provides meaningful therapeutic benefit over existing treatments, which means the product may be approved on the basis of adequate and well-controlled clinical studies establishing that the product has an effect on a surrogate endpoint that is reasonably likely to predict a clinical benefit, or on the basis of an effect on an intermediate clinical endpoint. As a condition of accelerated approval, the FDA may require the sponsor to perform adequate and well-controlled post-marketing clinical studies. In addition, the FDA currently requires pre-approval of promotional materials for products receiving accelerated approval, which could impact the timing of the commercial launch of the product. Fast Track designation, priority review and accelerated approval do not change the standards for approval but may expedite the development or approval process.

Post-Approval Requirements

Any pharmaceutical products for which the Company receives FDA approvals are subject to continuing regulation by the FDA, including, among other things, cGMP compliance, record-keeping requirements, reporting of adverse experiences with the product, providing the FDA with updated safety and efficacy information, product sampling and distribution requirements, complying with certain electronic records and signature requirements and complying with FDA promotion and advertising requirements, which include, among others, standards for direct-to-consumer advertising, prohibitions on promoting pharmaceutical products for uses or in patient populations that are not described in the pharmaceutical product's approved labeling (known as "off-label use"), industry-sponsored scientific and educational activities and promotional activities involving the internet. Failure to comply with FDA requirements can have negative consequences, including adverse publicity, enforcement letters from the FDA, actions by the U.S. Department of Justice and/or U.S. Department of Health and Human Services' Office of Inspector General, mandated corrective advertising or communications with doctors, and civil or criminal penalties. Although physicians may prescribe legally available pharmaceutical products for off-label uses, manufacturers may not directly or indirectly market or promote such off-label uses.

We expect to rely on third parties for the production of clinical and commercial quantities of our products. Manufacturers of our products are required to comply with applicable FDA manufacturing requirements contained in the FDA's cGMP regulations. cGMP regulations require, among other things, quality control and quality assurance, as well as the corresponding maintenance of records and documentation. Pharmaceutical product manufacturers and other entities involved in the manufacture and distribution of approved pharmaceutical products are required to register their establishments with the FDA and certain state agencies and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP and other laws. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain cGMP compliance. Discovery of problems with a product after approval may result in restrictions on a product, manufacturer or holder of an approved NDA, including withdrawal of the product from the market. In addition, changes to the manufacturing process generally require prior FDA approval before being implemented and other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval.

Pharmaceutical Coverage, Pricing and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any pharmaceutical product candidates for which we may obtain regulatory approval. In the United States and in markets in other countries, sales of any products for which we receive regulatory approval for commercial sale will depend in part upon the availability of reimbursement from third-party payers. Third-party payers include government payers such as Medicare and Medicaid, managed care providers, private health insurers and other organizations. The process for determining whether a payer will provide coverage for a pharmaceutical product may be separate from the process for setting the price or reimbursement rate that the payer will pay for the pharmaceutical product. Third-party payers may limit coverage to specific pharmaceutical products on an approved list, or formulary, which might not, and frequently does not, include all of the FDA-approved pharmaceutical products for a particular indication. Third-party payers are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. A payer's decision to provide coverage for a pharmaceutical product does not imply that an adequate reimbursement rate will be approved. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development. In addition, in the United States there is a growing emphasis on comparative effectiveness research, both by private payers and by government agencies. We may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of our products, in addition to the costs required to obtain the FDA approvals. Our pharmaceutical product candidates may not be considered medically necessary or cost-effective. To the extent other drugs or therapies are found to be more effective than our products, payers may elect to cover such therapies in lieu of our products and/or reimburse our products at a lower rate.

Orphan Drug exclusivity prevents for seven years the approval of another product with the same active moiety for the same rare disease. If a product is a new chemical entity (i.e., generally that the moiety has not previously been approved), it may receive five years of exclusivity, during which period FDA may not accept for review certain NDAs for another product with the same moiety. If approval of a product required new clinical data, it may convey three years of exclusivity against approval of certain NDAs for similar products.

The marketability of any pharmaceutical product candidates for which we may receive regulatory approval for commercial sale may suffer if the government and third-party payers fail to provide adequate coverage and reimbursement. In addition, emphasis on managed care in the United States has increased and we expect this will continue to increase the pressure on pharmaceutical pricing. Coverage policies and third-party reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which we may receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

License Agreements

On August 30, 2018, we entered into a sublicense agreement with WPD Pharmaceuticals, Inc., or WPD, pursuant to which we granted WPD an exclusive sublicense, even as to us, for the patent rights we licensed pursuant to the HPI License within the following countries: Poland, Estonia, Latvia, Lithuania, Belarus, Ukraine, Moldova, Romania, Bulgaria, Serbia, Macedonia, Albania, Armenia, Azerbaijan, Georgia, Montenegro, Bosnia, Croatia, Slovenia, Slovakia, Czech Republic, Hungary, Chechnya, Uzbekistan, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Greece, Austria, and Russia. The sublicense agreement provides that WPD must use commercially reasonable development efforts to attempt to develop and commercialize licensed products in the above mentioned territories, which means the expenditure of at least $2.0 million on the development, testing, regulatory approval or commercialization of the licensed products during the three year period immediately following the date of the sublicense agreement. In the event that WPD fails to use commercially reasonable development efforts to by the foregoing three-year deadline, we have the right to terminate this sublicense agreement. In consideration for the rights granted under the sublicense agreement, to the extent we are required to make any payments to HPI pursuant to the HPI License as a result of this sublicense agreement, WPD agreed to advance us such payments, and to pay us a royalty equal to 1% of such payments. WPD is a Polish corporation that is majority-owned by an entity controlled by Dr. Priebe, our founder and largest shareholder.

On August 31, 2018, we entered into a sublicense agreement with Animal Life Sciences, LLC, or ALI, pursuant to which we granted ALI an exclusive sublicense, even as to us, for the patent rights we licensed pursuant to the HPI License solely for the treatment of cancer in non-human animals through any type of administration. In consideration for the rights granted under the sublicense agreement, ALI agreed to issue us membership interests in ALI equal to 1.52% of the outstanding ALI membership interests. As additional consideration for the rights granted, to the extent we are required to make any payments to HPI pursuant to the HPI License as a result of this sublicense agreement, ALI agreed to advance us such payments, and to pay us a royalty equal to 1% of such payments. Dr. Priebe holds 38% of the membership interests of ALI.

Employees

As of June 30, 2018, we had no full-time employees and two part-time employees. We also have two officers serving as part-time contractors, and accordingly, a high percentage of the work performed for our development projects is outsourced to qualified independent contractors.

Legal Proceedings

We are not subject to any litigation.

Properties

Our corporate and executive offices are in located in a leased facility in Houston, Texas. We believe our facilities are sufficient to meet our current needs and that suitable space will be available as and when needed. We do not own any real property.

MANAGEMENT

Directors and Executive Officers

The following table sets forth the names and ages of all of our directors and executive officers as of October 8, 2018. Our officers are appointed by, and serve at the pleasure of, the Board of Directors.

Name	Age	Position
John M. Climaco	49	Chairman of the Board and Chief Executive Officer
Matthew Lourie	37	Chief Financial Officer
Sandra L. Silberman	63	Chief Medical Officer
Jerzy (George) Gumulka	68	Director
Jeffry R. Keyes	45	Director
Andrzej Andraczke	75	Director
Carl Evans	71	Director

Set forth below is biographical information about each of the individuals named in the tables above:

John M. Climaco, Esq. – Chief Executive Officer and Director. Mr. Climaco joined CNS in September 2017 and currently serves on a part-time basis. Mr. Climaco has served in leadership roles in a variety of healthcare companies. From April 2015 to June 2017 Mr. Climaco served as the Executive Vice-President of Perma-Fix Medical S.A where he managed the development of a novel method to produce Technitium-99. Mr. Climaco also served as President and CEO of Axial Biotech, Inc., a DNA diagnostics company, from January 2003 to January 2013. In the process of taking Axial from inception to product development to commercialization, Mr. Climaco created strategic partnerships with Medtronic, Johnson & Johnson and Smith & Nephew. Mr. Climaco currently serves as a director of several public companies including Moleculin Biotech, Inc., a pharmaceutical company focused on anticancer drug candidates, where he has served since May 2017. Mr. Climaco has served on the boards of Digirad, Inc., a leading national provider of imaging services, since May 2012, and Birner Dental Management Services, Inc., a provider of practice management services in the dental industry, since June 2017. Mr. Climaco also served as a director of PDI, Inc., a provider of outsourced commercial services to pharma companies, in 2015, and InfuSystem Holdings, Inc., the largest supplier of infusion services to oncologists in the U.S, from April 2012 to April 2014. Mr. Climaco obtained his Juris Doctorate Degree from the University of California Hastings College of Law in San Francisco, CA in January 2000 and a Bachelors of Philosophy from Middlebury College in Middlebury, VT, in May 1991. Mr. Climaco is active with the State Bar of Utah.

Matthew Lourie, CPA – Chief Financial Officer. Mr. Lourie joined CNS in July 2017 and currently serves on a part-time basis. Mr. Lourie has extensive management, accounting and financial experience. Mr. Lourie currently owns and operates (founded May 2017) Fresh Notion Financial Services and provides consulting and reporting services to other public and private companies. Mr. Lourie served as an audit partner of the PCAOB registered firm MaloneBailey from November 2014 through April 2017, where he oversaw audits and financial reporting of SEC registrants. In addition, he served as the Corporate Controller of a public company with over 300 locations across the country from April 2013 through October 2014. Mr. Lourie is a graduate of the University of Houston where he earned both his Bachelor of Business Administration Accounting and his Masters of Science in Accounting. Mr. Lourie is a Certified Public Accountant in Texas.

Sandra L. Silberman, MD PhD – Chief Medical Officer. Dr. Silberman joined CNS in December 2017 and currently serves on a part-time basis. Dr. Silberman has played key roles in the development of many drugs including Gleevec™, for which she led the global clinical development at Novartis. Dr. Silberman advanced several original, proprietary compounds into Phases I through III during her work with leading international biopharmaceutical companies, including BristolMyers Squibb, AstraZeneca, Imclone, Eisai and Roche. Since 2006, Dr. Silberman has served as an Independent Consultant to the Biopharmaceutical Industry. Dr. Silberman is a Hematologist/Oncologist who earned her B.A., Sc.M. and Ph.D. from the Johns Hopkins University School of Arts and Sciences, School of Public Health and School of Medicine, respectively, and her M.D. from Cornell University Medical College, and then completed both a clinical fellowship in Hematology/Oncology as well as a research fellowship in tumor immunology at the Brigham & Women's Hospital and the Dana Farber Cancer Institute in Boston, MA. Dr. Silberman also currently also serves as an attending physician in the Duke Hematology/Oncology Fellowship program at the Durham VA Medical Center.

Jerzy (George) Gumulka, PhD – Director. Dr. Gumulka joined our board of directors on November 8, 2017. Dr. Gumulka has been retired since 2016. From 2001 until his retirement he served as a Global Technology Manager ASC, a Technology Manager, Special Projects/New Technology Platforms, Kraton Polymers US LLC and a Technical Director of Kraton Polymers do Brasil. Dr. Gumulka served on the Board of Directors of Moleculin LLC from 2010 through 2016. Dr. Gumulka received a PhD from the University of Warsaw, Warsaw, Poland.

Jeffry R. Keyes – Director. Mr. Keyes joined our board on June 25, 2018. Mr. Keyes is currently the Chief Financial Officer of Custopharm, Inc., a private equity backed developer of generic sterile injectable pharmaceuticals, a role he has held since April 2018. From September 2012 to April 2018, Mr. Keyes was the Chief Financial Officer and Corporate Secretary of Digirad Corporation, a publicly traded healthcare services and medical device company. From August 2011 until September 2012, Mr. Keyes was Corporate Controller of Sapphire Energy, Inc., a venture capital backed start-up renewable energy company. From April 2011 to August 2011, Mr. Keyes was the Corporate Controller of Advanced BioHealing, Inc., a venture backed provider of regenerative medicine solutions, until its sale to Shire, PLC in August 2011. Prior to April 2011 Mr. Keyes held a variety of leadership roles in healthcare and medical device companies in finance, accounting, and M&A support, and he started his career in public accounting. Mr. Keyes earned a B.A. degree in accounting from Western Washington University and is a certified public accountant licensed by the Washington State Board of Accountancy. Mr. Keyes is considered a financial expert under relevant rules of the SEC, the NYSE and NASDAQ.

Andrzej Andraczke – Director. Mr. Andraczke joined our board on July 9, 2018. Mr. Andraczke is currently Chief Executive Officer of Pol-Tex Holdings, LLC, a role he has held since November 2012. He is also currently Chief Technology Officer of Syntech LLC (Ireland), a role he has held since November 2017. From March 2016 to April 2016 Mr. Andraczke served as an expert witness for the International Chamber of Commerce for downhole air hammer drilling of the well in volcanic rocks for a geothermal project in Slovakia. From March 2000 through November 2012 Mr. Andraczke was Vice-President of Pol-Tex Methane. Mr. Andraczke earned a M.Sc. in Engineering from Warsaw Technical University.

Carl Evans – Director. Mr. Evans joined our board on July 9, 2018. Mr. Evans has been retired since 2015. From 2011 until his retirement Mr. Evans was Executive Vice President – Exploration for KMD Operating Company, LLC. Prior to 2011, he managed international and domestic oil exploration and production projects for several oil companies, including British Petroleum, Texaco, and Pennzoil. Mr. Evans earned Bachelor of Science degree in Geology from the University of California, Los Angeles.

Director Independence

The rules of the Nasdaq Stock Market, or the Nasdaq Rules, require a majority of a listed company's board of directors to be composed of independent directors within one year of listing. In addition, the Nasdaq Rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and governance committees be independent. Under the Nasdaq Rules, a director will only qualify as an independent director if, in the opinion of our board of directors, that person does not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The Nasdaq Rules also require that audit committee members satisfy independence criteria set forth in Rule 10A-3 under the Securities Exchange Act of 1934, as amended, or the Exchange Act. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee, accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries or otherwise be an affiliated person of the listed company or any of its subsidiaries. In considering the independence of compensation committee members, the Nasdaq Rules require that our board of directors must consider additional factors relevant to the duties of a compensation committee member, including the source of any compensation we pay to the director and any affiliations with the Company.

Our board of directors undertook a review of the composition of our board of directors and its committees and the independence of each director. Based upon information requested from and provided by each director concerning his background, employment and affiliations, including family relationships, our board of directors has determined that each of our directors, with the exception of Mr. Climaco, are independent as defined under the Nasdaq Rules.

Committees of the Board of Directors

Our board of directors has established an audit committee, a compensation committee and a nominating and governance committee. Each of these committees operates under a charter that was approved by our board of directors.

Audit Committee. Our audit committee consists of three independent directors. The members of the audit committee are Mr. Keyes (Chair), Mr. Andraczke and Mr. Evans. The audit committee consists exclusively of directors who are financially literate. In addition, Mr. Keyes is considered an "audit committee financial expert" as defined by the SEC's rules and regulations.

The audit committee responsibilities include:

- overseeing the compensation and work of and performance by our independent auditor and any other registered public accounting firm performing audit, review or attestation services for us;
- engaging, retaining and terminating our independent auditor and determining the terms thereof;
- assessing the qualifications, performance and independence of the independent auditor;
- evaluating whether the provision of permitted non-audit services is compatible with maintaining the auditor's independence;
- reviewing and discussing the audit results, including any comments and recommendations of the independent auditor and the responses of management to such recommendations;
- reviewing and discussing the annual and quarterly financial statements with management and the independent auditor;
- producing a committee report for inclusion in applicable SEC filings;
- reviewing the adequacy and effectiveness of internal controls and procedures;
- establishing procedures regarding the receipt, retention and treatment of complaints received regarding the accounting, internal accounting controls, or auditing matters and conducting or authorizing investigations into any matters within the scope of the responsibility of the audit committee; and
- reviewing transactions with related persons for potential conflict of interest situations.

Compensation Committee. Our compensation committee consists of three independent directors. The members of the Compensation Committee are Dr. Gumulka (Chair), Mr. Keyes and Mr. Andraczke. The committee has primary responsibility for:

- reviewing and recommending all elements and amounts of compensation for each executive officer, including any performance goals applicable to those executive officers;
- reviewing and recommending for approval the adoption, any amendment and termination of all cash and equity-based incentive compensation plans;
- once required by applicable law, causing to be prepared a committee report for inclusion in applicable SEC filings;
- approving any employment agreements, severance agreements or change of control agreements that are entered into with the CEO and certain executive officers; and
- reviewing and recommending the level and form of non-employee director compensation and benefits.

Nominating and Governance Committee. The Nominating and Governance Committee consists of three independent directors. The members of the Nominating and Governance Committee are Mr. Evans (Chair), Dr. Gumulka, and Mr. Keyes. The Nominating and Governance Committee's responsibilities include:

- recommending persons for election as directors by the stockholders;
- recommending persons for appointment as directors to the extent necessary to fill any vacancies or newly created directorships;
- reviewing annually the skills and characteristics required of directors and each incumbent director's continued service on the board;
- reviewing any stockholder proposals and nominations for directors;
- advising the board of directors on the appropriate structure and operations of the board and its committees;
- reviewing and recommending standing board committee assignments;
- developing and recommending to the board Corporate Governance Guidelines, a Code of Business Conduct and Ethics and other corporate governance policies and programs and reviewing such guidelines, code and any other policies and programs at least annually;
- making recommendations to the board as to determinations of director independence; and
- making recommendations to the board regarding corporate governance based upon developments, trends, and best practices.

The Nominating and Governance Committee will consider stockholder recommendations for candidates for the board of directors.

Our bylaws provide that, in order for a stockholder's nomination of a candidate for the board to be properly brought before an annual meeting of the stockholders, the stockholder's nomination must be delivered to the Secretary of the Company no later than 120 days prior to the one-year anniversary date of the prior year's annual meeting.

Code of Business Conduct and Ethics

Prior to this offering, we will adopt a written code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Following this offering, a copy of the code will be made available on the Corporate Governance section of our website, which is located at www.cnspharma.com. If we make any substantive amendments to, or grant any waivers from, the code of business conduct and ethics for any officer or director, we will disclose the nature of such amendment or waiver on our website or in a current report on Form 8-K filed with the SEC.

Compensation of Executive Officers

Summary Compensation Table

We were formed in July 2017. The following table shows the compensation awarded to or earned in our last fiscal year by our chief executive officer and our chief financial officer. We did not have any officers that received more than $100,000 in compensation. The persons listed in the following table are referred to herein as the "named executive officers."

Summary Compensation Table – 2017

Name and Principal Position	Year	Salary($)	Stock awards ($) (1)	Total ($)
John Climaco, Chairman and Chief Executive Officer	2017	50,000	39,600 (2)	89,600
Matthew Lourie, Chief Financial Officer	2017	25,000	660 (3)	25,660

(1) Represents the full grant date fair value of the stock awards calculated in accordance with FASB ASC Topic 718. These amounts do not necessarily correspond to the actual value that may be realized by the named executive officer. For a summary of the assumptions made in the valuation of the awards, please see Note 4 to our financial statements as of and for the period ended December 31, 2017 included in this Offering Circular.

(2) In connection with Mr. Climaco's employment agreement, we agreed that Mr. Climaco would purchase 900,000 shares of our common stock at a purchase price of $0.001 per share; provided that if Mr. Climaco's employment with us is terminated we have the right to repurchase from Mr. Climaco, at a purchase price of $0.01 per share, the purchase shares as follows: (i) if the termination occurs prior to our raising $4.0 million we can repurchase 100% of the shares; (ii) if the termination occurs after we raise $4.0 million, but prior to us completing an initial public offering or raising $8.0 million in funding, we can repurchase 75% of the shares; and (iii) if the termination occurs after we complete an initial public offering or raise $8.0 million in funding, we can purchase a pro rata portion of 50% of the shares based on the portion of the three-year term remaining in Mr. Climaco's employment term.

(3) On July 27, 2017, we entered into a consulting agreement with an entity controlled by Matthew Lourie pursuant to which Mr. Lourie agreed to serve as our Chief Financial Officer. In connection with the consulting agreement, we agreed that Mr. Lourie would purchase 15,000 shares of our common stock at a purchase price of $0.001 per share; provided that if Mr. Lourie terminates his services with us we have the right to repurchase from Mr. Lourie, at a purchase price of $0.01 per share, the purchase shares as follows: (i) if the termination occurs prior to our IPO we can repurchase 100% of the shares; (ii) if the termination occurs within one year of our IPO, we can repurchase two-thirds of the shares; and (iii) if the termination occurs within two years of our IPO, we can repurchase one-third of the shares. On November 8, 2017, the Company issued an additional 15,000 shares of common stock to Mr. Lourie for services. These shares are subject to same buyback provision as discussed above.

Narrative Disclosure to Summary Compensation Table

John Climaco

On September 1, 2017, we entered into an employment agreement with John Climaco pursuant to which Mr. Climaco agreed to serve as our Chief Executive Officer commencing on such date for an initial term of three years. Until such time as we complete an initial public offering and become listed on the Nasdaq Stock Market or until we raise $8.0 million in funding, Mr. Climaco will serve as our CEO on a 50% part-time basis. The agreement provides for an annual salary of $150,000 prior to us completing an initial public offering or raising $8.0 million in funding, after which Mr. Climaco's salary will increase to $300,000.

In connection with Mr. Climaco employment agreement, we agreed that Mr. Climaco would purchase 900,000 shares of our common stock at a purchase price of $0.001 per share; provided that if Mr. Climaco's employment with us is terminated we have the right to repurchase from Mr. Climaco, at a purchase price of $0.01 per share, the purchase shares as follows: (i) if the termination occurs prior to our raising $4.0 million we can repurchase 100% of the shares; (ii) if the termination occurs after we raise $4.0 million, but prior to us completing an initial public offering or raising $8.0 million in funding, we can repurchase 75% of the shares; and (iii) if the termination occurs after we complete an initial public offering or raise $8.0 million in funding, we can purchase a pro rata portion of 50% of the shares based on the portion of the three-year term remaining in Mr. Climaco's employment term.

If after we complete an initial public offering or raise $8.0 million in funding, Mr. Climaco's employment is terminated at our election without "cause" (as defined in the agreement), which requires 90 days advance notice, or by Mr. Climaco for "good reason" (as defined in the agreement), Mr. Climaco shall be entitled to receive severance payments equal to nine months of Mr. Climaco's base salary.

Matthew Lourie

On July 27, 2017, we entered into a consulting agreement with an entity controlled by Matthew Lourie pursuant to which Mr. Lourie agreed to serve as our Chief Financial Officer. The agreement provides for a monthly salary of $5,000, commencing August 1, 2017. The consulting agreement is terminable by either party on 30 days' notice. In connection with the consulting agreement, we agreed that Mr. Lourie would purchase 15,000 shares of our common stock at a purchase price of $0.001 per share; provided that if Mr. Lourie terminates his services with us we have the right to repurchase from Mr. Lourie, at a purchase price of $0.01 per share, the purchase shares as follows: (i) if the termination occurs prior to our IPO we can repurchase 100% of the shares; (ii) if the termination occurs within one year of our IPO, we can repurchase two-thirds of the shares; and (iii) if the termination occurs within two years of our IPO, we can repurchase one-third of the shares. On November 8, 2017, the Company issued an additional 15,000 shares of common stock to Mr. Lourie for services. These shares are subject to same buyback provision as discussed above.

Outstanding Equity Awards

The following table sets forth certain information concerning our outstanding options for our named executive officers on December 31, 2017.

Outstanding Equity Awards At Fiscal Year-End—2017

Name	Number of shares or units that have not vested (#)	Market value of shares or units of stock that have not vested ($) (3)
John Climaco	900,000 (1)	5,400,000
Matthew Lourie	30,000 (2)	180,000

(1) In connection with Mr. Climaco employment agreement, we agreed that Mr. Climaco would purchase 900,000 shares of our common stock at a purchase price of $0.001 per share; provided that if Mr. Climaco's employment with us is terminated we have the right to repurchase from Mr. Climaco, at a purchase price of $0.01 per share, the purchase shares as follows: (i) if the termination occurs prior to our raising $4.0 million we can repurchase 100% of the shares; (ii) if the termination occurs after we raise $4.0 million, but prior to us completing an initial public offering or raising $8.0 million in funding, we can repurchase 75% of the shares; and (iii) if the termination occurs after we complete an initial public offering or raise $8.0 million in funding, we can purchase a pro rata portion of 50% of the shares based on the portion of the three-year term remaining in Mr. Climaco's employment term.

(2) On July 27, 2017, we entered into a consulting agreement with an entity controlled by Matthew Lourie pursuant to which Mr. Lourie agreed to serve as our Chief Financial Officer. In connection with the consulting agreement, we agreed that Mr. Lourie would purchase 15,000 shares of our common stock at a purchase price of $0.001 per share; provided that if Mr. Lourie terminates his services with us we have the right to repurchase from Mr. Lourie, at a purchase price of $0.01 per share, the purchase shares as follows: (i) if the termination occurs prior to our IPO we can repurchase 100% of the shares; (ii) if the termination occurs within one year of our IPO, we can repurchase two-thirds of the shares; and (iii) if the termination occurs within two years of our IPO, we can repurchase one-third of the shares. On November 8, 2017, the Company issued an additional 15,000 shares of common stock to Mr. Lourie for services. These shares are subject to same buyback provision as discussed above.

(3) Based on the initial public offering price of $6.00 per share.

Director Compensation

The following table sets forth the total compensation earned by our non-employee directors in 2017 (Mr. Climaco did not earn additional compensation during 2017 for his services on the Board, and his compensation is fully reflected in the "—Summary Compensation Table" above):

Name	Fees earned or paid in cash ($)	Option awards ($) (1)	Total ($)
Donald Picker (2)	–	4,147	4,147
Jerzy (George) Gumulka	–	4,147	4,147

(1) Represents the full grant date fair value of the option award our board approved and granted to each non-employee director, calculated in accordance with FASB ASC Topic 718. These amounts do not necessarily correspond to the actual value that may be realized by the director. For a summary of the assumptions made in the valuation of the awards, please see Note 4 to our financial statements as of and for the period ended December 31, 2017 included in this Offering Circular. As of December 31, 2017, the aggregate number of shares outstanding under all options to purchase our common stock held by our non-employee directors were: Dr. Picker – 100,000 shares; and Dr. Gumulka – 100,000 shares. None of our non-employee directors held stock awards other than options as of December 31, 2017.

(2) Dr. Picker resigned from the board on July 9, 2018.

Mr. Keyes joined the board in June 2018 and Mr. Evans and Mr. Andraczke joined the board in July 2018. Upon joining the board, Mr. Keyes, Mr. Evans and Mr. Andraczke were each granted a ten-year option to purchase 100,000 shares of common stock at an exercise price of $1.50 per share.

2017 Stock Plan

As of the date of this offering, we have adopted a 2017 Stock Plan (the "Plan"). The Plan is a stock-based compensation plan that provides for discretionary grants of stock options, stock awards and stock unit awards to key employees and non-employee directors. The purpose of the Plan is to recognize contributions made to our Company and its subsidiaries by key employees and non-employee directors and to provide them with additional incentive to achieve the objectives of our Company. The following is a summary of the Plan.

Administration. The Plan will be administered by our board of directors, or, once constituted, the Compensation Committee of the board of directors (we refer to body administering the Plan as the "Committee"). The Committee will have full authority to select the individuals who will receive awards under the Plan, determine the form and amount of each of the awards to be granted and establish the terms and conditions of awards.

Number of Shares of Common Stock. The number of shares of the common stock that may be issued under the Plan is 2,000,000. Shares issuable under the Plan may be authorized but unissued shares or treasury shares. If there is a lapse, forfeiture, expiration, termination or cancellation of any award made under the Plan for any reason, the shares subject to the award will again be available for issuance. Any shares subject to an award that are delivered to us by a participant, or withheld by us on behalf of a participant, as payment for an award or payment of withholding taxes due in connection with an award will not again be available for issuance, and all such shares will count toward the number of shares issued under the Plan. The number of shares of common stock issuable under the Plan is subject to adjustment, in the event of any reorganization, recapitalization, stock split, stock distribution, merger, consolidation, split-up, spin-off, combination, subdivision, consolidation or exchange of shares, any change in the capital structure of the Company or any similar corporate transaction. In each case, the Committee has the discretion to make adjustments it deems necessary to preserve the intended benefits under the Plan. No award granted under the Plan may be transferred, except by will, the laws of descent and distribution.

Eligibility. All employees designated as key employees, including consultants, for purposes of the Plan and all non-employee directors are eligible to receive awards under the Plan. On June 30, 2018, six key employees and all non-employee directors were eligible to participate in the Plan.

Awards to Participants. The Plan provides for discretionary awards of stock options, stock awards and stock unit awards to participants. Each award made under the Plan will be evidenced by a written award agreement specifying the terms and conditions of the award as determined by the Committee in its sole discretion, consistent with the terms of the Plan.

Stock Options. The Committee has the discretion to grant non-qualified stock options or incentive stock options to participants and to set the terms and conditions applicable to the options, including the type of option, the number of shares subject to the option and the vesting schedule; provided that the exercise price of each stock option will be the closing price of the common stock on the date on which the option is granted ("fair market value"), each option will expire ten years from the date of grant and no dividend equivalents may be paid with respect to stock options. It is intended that stock options qualify as "performance-based compensation" under Section 162(m) of the Code and thus be fully deductible by us for federal income tax purposes, to the extent permitted by law.

In addition, an incentive stock option granted to a key employee is subject to the following rules: (i) the aggregate fair market value (determined at the time the option is granted) of the shares of common stock with respect to which incentive stock options are exercisable for the first time by a key employee during any calendar year (under all incentive stock option plans of the Company and its subsidiaries) cannot exceed $100,000, and if this limitation is exceeded, that portion of the incentive stock option that does not exceed the applicable dollar limit will be an incentive stock option and the remainder will be a non-qualified stock option; (ii) if an incentive stock option is granted to a key employee who owns stock possessing more than 10% of the total combined voting power of all class of stock of the Company, the exercise price of the incentive stock option will be 110% of the closing price of the common stock on the date of grant and the incentive stock option will expire no later than five years from the date of grant; and (iii) no incentive stock option can be granted after ten years from the date the Plan was adopted.

Stock Awards. The Committee has the discretion to grant stock awards to participants. Stock awards will consist of shares of common stock granted without any consideration from the participant or shares sold to the participant for appropriate consideration as determined by the Board. The number of shares awarded to each participant, and the restrictions, terms and conditions of the award, will be at the discretion of the Committee. Subject to the restrictions, a participant will be a shareholder with respect to the shares awarded to him or her and will have the rights of a shareholder with respect to the shares, including the right to vote the shares and receive dividends on the shares; provided that dividends otherwise payable on any performance-based stock award will be held by us and will be paid to the holder of the stock award only to the extent the restrictions on such stock award lapse, and the Committee in its discretion can accumulate and hold such amounts payable on any other stock awards until the restrictions on the stock award lapse.

Stock Units. The Committee has the discretion to grant stock unit awards to participants. Each stock unit entitles the participant to receive, on a specified date or event set forth in the award agreement, one share of common stock or cash equal to the fair market value of one share on such date or event, as provided in the award agreement. The number of stock units awarded to each participant, and the terms and conditions of the award, will be at the discretion of the Committee. Unless otherwise specified in the award agreement, a participant will not be a shareholder with respect to the stock units awarded to him prior to the date they are settled in shares of common stock. The award agreement may provide that until the restrictions on the stock units lapse, the participant will be paid an amount equal to the dividends that would have been paid had the stock units been actual shares; provided that dividend equivalents otherwise payable on any performance-based stock units will be held by us and paid only to the extent the restrictions lapse, and the Committee in its discretion can accumulate and hold such amounts payable on any other stock units until the restrictions on the stock units lapse.

Payment for Stock Options and Withholding Taxes. The Committee may make one or more of the following methods available for payment of any award, including the exercise price of a stock option, and for payment of the minimum required tax obligation associated with an award: (i) cash; (ii) cash received from a broker-dealer to whom the holder has submitted an exercise notice together with irrevocable instructions to deliver promptly to us the amount of sales proceeds from the sale of the shares subject to the award to pay the exercise price or withholding tax; (iii) by directing us to withhold shares of common stock otherwise issuable in connection with the award having a fair market value equal to the amount required to be withheld; and (iv) by delivery of previously acquired shares of common stock that are acceptable to the Committee and that have an aggregate fair market value on the date of exercise equal to the exercise price or withholding tax, or certification of ownership by attestation of such previously acquired shares.

Provisions Relating to a "Change in Control" of the Company. Notwithstanding any other provision of the Plan or any award agreement, in the event of a "Change in Control" of the Company, the Committee has the discretion to provide that all outstanding awards will become fully exercisable, all restrictions applicable to all awards will terminate or lapse, and performance goals applicable to any stock awards will be deemed satisfied at the highest target level. In addition, upon such Change in Control, the Committee has sole discretion to provide for the purchase of any outstanding stock option for cash equal to the difference between the exercise price and the then fair market value of the common stock subject to the option had the option been currently exercisable, make such adjustment to any award then outstanding as the Committee deems appropriate to reflect such Change in Control and cause any such award then outstanding to be assumed by the acquiring or surviving corporation after such Change in Control.

Amendment of Award Agreements; Amendment and Termination of the Plan; Term of the Plan The Committee may amend any award agreement at any time, provided that no amendment may adversely affect the right of any participant under any agreement in any material way without the written consent of the participant, unless such amendment is required by applicable law, regulation or stock exchange rule.

The Board may terminate, suspend or amend the Plan, in whole or in part, from time to time, without the approval of the shareholders, unless such approval is required by applicable law, regulation or stock exchange rule, and provided that no amendment may adversely affect the right of any participant under any outstanding award in any material way without the written consent of the participant, unless such amendment is required by applicable law, regulation or rule of any stock exchange on which the shares are listed.

Notwithstanding the foregoing, neither the Plan nor any outstanding award agreement can be amended in a way that results in the repricing of a stock option. Repricing is broadly defined to include reducing the exercise price of a stock option or cancelling a stock option in exchange for cash, other stock options with a lower exercise price or other stock awards. (This prohibition on repricing without shareholder approval does not apply in case of an equitable adjustment to the awards to reflect changes in the capital structure of the Company or similar events.)

No awards may be granted under the Plan on or after the tenth anniversary of the effective date of the Plan.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Upon the formation of CNS, for services rendered we issued 8,829,000 shares of our common stock to entities controlled by our founder Dr. Waldemar Priebe.

In connection with Mr. Climaco employment agreement, we agreed that Mr. Climaco would purchase 900,000 shares of our common stock at a purchase price of $0.001 per share; provided that if Mr. Climaco's employment with us is terminated we have the right to repurchase from Mr. Climaco, at a purchase price of $0.01 per share, the purchase shares as follows: (i) if the termination occurs prior to our raising $4.0 million we can repurchase 100% of the shares; (ii) if the termination occurs after we raise $4.0 million, but prior to us completing an initial public offering or raising $8.0 million in funding, we can repurchase 75% of the shares; and (iii) if the termination occurs after we complete an initial public offering or raise $8.0 million in funding, we can purchase a pro rata portion of 50% of the shares based on the portion of the three-year term remaining in Mr. Climaco's employment term.

On July 27, 2017, we entered into a consulting agreement with an entity controlled by Matthew Lourie pursuant to which Mr. Lourie agreed to serve as our Chief Financial Officer. The consulting agreement is terminable by either party on 30 days' notice. In connection with the consulting agreement, we agreed that Mr. Lourie would purchase 15,000 shares of our common stock at a purchase price of $0.001 per share; provided that if Mr. Lourie terminates his services with us we have the right to repurchase from Mr. Lourie, at a purchase price of $0.01 per share, the purchase shares as follows: (i) if the termination occurs prior to our IPO we can repurchase 100% of the shares; (ii) if the termination occurs within one year of our IPO, we can repurchase two-thirds of the shares; and (iii) if the termination occurs within two years of our IPO, we can repurchase one-third of the shares. On November 8, 2017, the Company issued an additional 15,000 shares of common stock to Mr. Lourie for services. These shares are subject to same buyback provision as discussed above.

On December 28, 2017, we obtained the rights to a worldwide, exclusive royalty-bearing, license to the chemical compound commonly known as Berubicin from HPI in an agreement we refer to as the HPI License. Dr. Priebe controls HPI.

Under the HPI License we obtained the exclusive right to develop certain patented chemical compounds for use in the treatment of cancer anywhere in the world. Our rights pursuant to the HPI License are contingent on us raising at least $7,000,000 within 12 months from the effective date of the HPI License, a date which can be extended by an additional 12 months by the payment of a nominal fee. In the HPI License we agreed to pay HPI: (i) development fees of $750,000 over a three-year period beginning after the $7.0 million raise is complete; (ii) a 2% royalty on net sales; (iii) a $50,000 per year license fee; (iv) milestone payments of $100,000 upon the commencement of a Phase II trial and $1.0 million upon the approval of an NDA for Berubicin; and (v) 200,000 shares of our common stock.

On August 30, 2018, we entered into a sublicense agreement with WPD Pharmaceuticals, Inc., or WPD, pursuant to which we granted WPD an exclusive sublicense, even as to us, for the patent rights we licensed pursuant to the HPI License within the following countries: Poland, Estonia, Latvia, Lithuania, Belarus, Ukraine, Moldova, Romania, Bulgaria, Serbia, Macedonia, Albania, Armenia, Azerbaijan, Georgia, Montenegro, Bosnia, Croatia, Slovenia, Slovakia, Czech Republic, Hungary, Chechnya, Uzbekistan, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Greece, Austria, and Russia. The sublicense agreement provides that WPD must use commercially reasonable development efforts to attempt to develop and commercialize licensed products in the above mentioned territories, which means the expenditure of at least $2.0 million on the development, testing, regulatory approval or commercialization of the licensed products during the three year period immediately following the date of the sublicense agreement. In the event that WPD fails to use commercially reasonable development efforts to by the foregoing three-year deadline, we have the right to terminate this sublicense agreement. In consideration for the rights granted under the sublicense agreement, to the extent we are required to make any payments to HPI pursuant to the HPI License as a result of this sublicense agreement, WPD agreed to advance us such payments, and to pay us a royalty equal to 1% of such payments. WPD is a Polish corporation that is majority-owned by an entity controlled by Dr. Priebe, our founder and largest shareholder.

On August 31, 2018, we entered into a sublicense agreement with Animal Life Sciences, LLC, or ALI, pursuant to which we granted ALI an exclusive sublicense, even as to us, for the patent rights we licensed pursuant to the HPI License solely for the treatment of cancer in non-human animals through any type of administration. In consideration for the rights granted under the sublicense agreement, ALI agreed to issue us membership interests in ALI equal to 1.52% of the outstanding ALI membership interests. As additional consideration for the rights granted, to the extent we are required to make any payments to HPI pursuant to the HPI License as a result of this sublicense agreement, ALI agreed to advance us such payments, and to pay us a royalty equal to 1% of such payments. Dr. Priebe holds 38% of the membership interests of ALI.

Policies and Procedures for Related Party Transactions

Our audit committee charter will provide that our audit committee will be responsible for reviewing and approving in advance any related party transaction. This will cover, with certain exceptions set forth in Item 404 of Regulation S-K under the Securities Act, any transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships in which we were or are to be a participant, where the amount involved exceeds $120,000 and a related person had or will have a direct or indirect material interest, including, without limitation, purchases of goods or services by or from the related person or entities in which the related person has a material interest, indebtedness, guarantees of indebtedness and employment by us of a related person. All of the transactions described in this section occurred prior to the creation of our audit committee and the adoption of this policy.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information, as of October 8, 2018, regarding beneficial ownership of our common stock by:

- each of our directors;
- each of our executive officers;
- all directors and executive officers as a group; and
- each person, or group of affiliated persons, known by us to beneficially own more than 5% of our shares of common stock.

Beneficial ownership is determined according to the rules of the SEC, and generally means that person has beneficial ownership of a security if he or she possesses sole or shared voting or investment power of that security, and includes options that are currently exercisable or exercisable within 60 days. Each director or officer, as the case may be, has furnished us with information with respect to beneficial ownership. Except as otherwise indicated, we believe that the beneficial owners of common stock listed below, based on the information each of them has given to us, have sole investment and voting power with respect to their shares, except where community property laws may apply. Except as otherwise noted below, the address for each person or entity listed in the table is c/o CNS Pharmaceuticals, Inc., 2100 West Loop South, Suite 900, Houston, TX 77027.

Name and address of beneficial owner	Shares beneficially owned prior to offering	Percentage owned prior to offering (1)	Percentage owned after offering	
			Minimum	Maximum
John Climaco	900,000 (2)	8.5%	7.8%	6.9%
Matthew Lourie	30,000 (3)	*	*	*
Sandra Silberman	- (4)	*	*	*
Jerzy (George) Gumulka	33,336 (5)	*	*	*
Jeffry R. Keyes	11,112 (6)	*	*	*
Andrzej Andraczke	11,112 (6)	*	*	*
Carl Evans	11,112 (6)	*	*	*
Directors and Officers as a group	996,672	9.5%	8.6%	7.6%
5% or greater shareholders				
Waldemar Priebe	9,029,000 (7)	85.7%	78.3%	69.3%

* Less than 1%.

(1) Based on 10,536,004 shares of common stock outstanding as of October 8, 2018.

(2) Consists of 900,000 shares of our common stock that we have the right to repurchase if Mr. Climaco's employment with us is terminated, at a purchase price of $0.01 per share, as follows: (i) if the termination occurs prior to our raising $4.0 million we can repurchase 100% of the shares; (ii) if the termination occurs after we raise $4.0 million, but prior to us completing an initial public offering or raising $8.0 million in funding, we can repurchase 75% of the shares; and (iii) if the termination occurs after we complete an initial public offering or raise $8.0 million in funding, we can purchase a pro rata portion of 50% of the shares based on the portion of the three-year term remaining in Mr. Climaco's employment term.

(3) Consists of 30,000 shares of our common stock that we have the right to repurchase if Mr. Lourie terminates his services with us, at a purchase price of $0.01 per share, as follows: (i) if the termination occurs prior to our IPO we can repurchase 100% of the shares; (ii) if the termination occurs within one year of our IPO, we can repurchase two-thirds of the shares; and (iii) if the termination occurs within two years of our IPO, we can repurchase one-third of the shares.

(4) Consists of shares underlying options to purchase 75,000 shares with exercise prices of $0.045 per share, and which vests in four equal annual installments succeeding date of grant, provided the individual is providing service to CNS on such vesting dates.

(5) Consists of shares underlying options to purchase 100,000 shares with exercise prices of $0.045 per share, and which vests in 36 equal monthly installments succeeding date of grant, provided the individual is providing service to CNS on such vesting dates.

(6) Consists of shares underlying options to purchase 100,000 shares with exercise prices of $1.50 per share, and which vests in 36 equal monthly installments succeeding date of grant, provided the individual is providing service to CNS on such vesting dates.

(7) Of the amount in the table, 200,000 shares are held by Houston Pharmaceuticals, Inc. Dr. Priebe has voting and dispositive power over the shares held by Houston Pharmaceuticals, Inc.

DESCRIPTION OF CAPITAL STOCK

The following summary is a description of the material terms of our capital stock and is not complete. You should also refer to the CNS Pharmaceuticals, Inc. articles of incorporation and bylaws, which are included as exhibits to the offering statement of which this Offering Circular forms a part, and the applicable provisions of the Nevada Revised Statutes.

Our amended and restated articles of incorporation to be in effect prior to the completion of this offering will authorize us to issue up to 75,000,000 shares of common stock and 5,000,000 shares of preferred stock. Our 10% unsecured promissory notes will be automatically converted into 4,260,942 shares of common stock contemporaneously with the closing of this offering (exclusive of shares issuable for accrued interest under such notes). No holder of these notes will be permitted to convert such notes to the extent that the holder or any of its affiliates would beneficially own in excess of 2.0% of our common stock after such conversion. The number of shares set forth above assumes no such limitation on the conversion of the notes. Without giving effect to the conversion of our notes contemporaneously with the closing of this offering and the conversion of the SAFE instruments contemporaneously with the closing of this offering, we will have 11,536,004 shares of common stock outstanding (if the minimum number of shares are sold) or 13,036,004 shares of common stock outstanding (if the maximum number of shares are sold) immediately after the closing of this offering.

Common Stock

Shares of our common stock have the following rights, preferences and privileges:

Voting

Each holder of common stock is entitled to one vote for each share of common stock held on all matters submitted to a vote of stockholders. Any action at a meeting at which a quorum is present will be decided by a majority of the voting power present in person or represented by proxy, except in the case of any election of directors, which will be decided by a plurality of votes cast. There is no cumulative voting.

Dividends

Holders of our common stock are entitled to receive dividends when, as and if declared by our board of directors out of funds legally available for payment, subject to the rights of holders, if any, of any class of stock having preference over the common stock. Any decision to pay dividends on our common stock will be at the discretion of our board of directors. Our board of directors may or may not determine to declare dividends in the future. See “Dividend Policy.” The board’s determination to issue dividends will depend upon our profitability and financial condition any contractual restrictions, restrictions imposed by applicable law and the SEC, and other factors that our board of directors deems relevant.

Liquidation Rights

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of our common stock will be entitled to share ratably on the basis of the number of shares held in any of the assets available for distribution after we have paid in full, or provided for payment of, all of our debts and after the holders of all outstanding series of any class of stock have preference over the common stock, if any, have received their liquidation preferences in full.

Other

Our issued and outstanding shares of common stock are fully paid and nonassessable. Holders of shares of our common stock are not entitled to preemptive rights. Shares of our common stock are not convertible into shares of any other class of capital stock, nor are they subject to any redemption or sinking fund provisions.

Preferred Stock

We are authorized to issue up to 5,000,000 shares of preferred stock. Our articles of incorporation authorizes the board to issue these shares in one or more series, to determine the designations and the powers, preferences and relative, participating, optional or other special rights and the qualifications, limitations and restrictions thereof, including the dividend rights, conversion or exchange rights, voting rights (including the number of votes per share), redemption rights and terms, liquidation preferences, sinking fund provisions and the number of shares constituting the series. Our board of directors could, without stockholder approval, issue preferred stock with voting and other rights that could adversely affect the voting power and other rights of the holders of common stock and which could have the effect of making it more difficult for a third party to acquire, or of discouraging a third party from attempting to acquire, a majority of our outstanding voting stock.

Convertible Notes

In August 2017, we issued 10% convertible notes in an aggregate of $975 in principal amount of convertible notes, which principal and accrued interest will automatically convert into shares of common stock upon the closing of this offering at a conversion rate of $0.001 per share. The note holders also received in the aggregate warrants to purchase 289,575 shares of our common stock at an exercise price of $11.00 per share.

In August 2017, we issued 10% convertible notes in an aggregate of $23,450 in principal amount of convertible notes, which principal and accrued interest will automatically convert into shares of common stock upon the closing of this offering at a conversion rate of $0.0138 per share. The note holders also received in the aggregate warrants to purchase 504,644 shares of our common stock at an exercise price of $11.00 per share.

In September 2017, we issued 10% convertible notes in an aggregate of $62,400 in principal amount of convertible notes, which principal and accrued interest will automatically convert into shares of common stock upon the closing of this offering at a conversion rate of $0.045 per share. The note holders also received in the aggregate warrants to purchase 411,840 shares of our common stock at an exercise price of $11.00 per share.

On June 15, 2018, we entered into an agreement to issue 10% convertible notes in an aggregate of $300,000 in principal amount of convertible notes, which principal and accrued interest will automatically convert into shares of common stock upon the closing of this offering at a conversion rate of $1.50 per share.

None of the foregoing convertible notes will be convertible by the holder of such notes to the extent (and only to the extent) that the holder or any of its affiliates would beneficially own in excess of 2.0% of our common stock. For purposes of the limitation described in this paragraph, beneficial ownership and all determinations and calculations are determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder.

Regulation CF Offering

In March 2018, we commenced an offering pursuant to Regulation CF of the Securities Act pursuant to which we offered units of SAFE securities. The offering was terminated on June 11, 2018 and we issued $628,558 of SAFE securities to investors and $12,571 of SAFE securities as commission fee to a vendor. Pursuant to the terms of the SAFE securities, if we complete this offering and become listed on the Nasdaq Stock Market, the purchaser of the SAFE security will automatically receive a number of shares of our common stock equal to the purchase amount divided by the product of (a) 84% multiplied by (b) the public offering price per share in this offering, or $5.04 per share.

Articles of Incorporation and Bylaw Provisions

Our articles of incorporation and bylaws include a number of anti-takeover provisions that may have the effect of encouraging persons considering unsolicited tender offers or other unilateral takeover proposals to negotiate with our board of directors rather than pursue non-negotiated takeover attempts. These provisions include:

Advance Notice Requirements. Our bylaws establish advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of stockholders. These procedures provide that notice of stockholder proposals must be timely and given in writing to our corporate Secretary. Generally, to be timely, notice must be received at our principal executive offices not fewer than 120 calendar days prior to the first anniversary date on which our notice of meeting and related proxy statement were mailed to stockholders in connection with the previous year's annual meeting of stockholders. The notice must contain the information required by the bylaws, including information regarding the proposal and the proponent.

Special Meetings of Stockholders. Our bylaws provide that special meetings of stockholders may be called at any time by only the Chairman of the Board, the Chief Executive Officer, the President or the board of directors, or in their absence or disability, by any vice president.

No Written Consent of Stockholders. Our articles of incorporation and bylaws provide that any action required or permitted to be taken by stockholders must be effected at a duly called annual or special meeting of stockholders and may not be effected by any consent in writing by such stockholders.

Amendment of Bylaws. Our stockholders may amend any provisions of our bylaws by obtaining the affirmative vote of the holders of a majority of each class of issued and outstanding shares of our voting securities, at a meeting called for the purpose of amending and/or restating our bylaws.

Preferred Stock. Our articles of incorporation authorizes our board of directors to create and issue rights entitling our stockholders to purchase shares of our stock or other securities. The ability of our board to establish the rights and issue substantial amounts of preferred stock without the need for stockholder approval may delay or deter a change in control of us. See "Preferred Stock" above.

Nevada Takeover Statute

The Nevada Revised Statutes contain provisions governing the acquisition of a controlling interest in certain Nevada corporations. Nevada's "acquisition of controlling interest" statutes (NRS 78.378 through 78.3793, inclusive) contain provisions governing the acquisition of a controlling interest in certain Nevada corporations. These "control share" laws provide generally that any person that acquires a "controlling interest" in certain Nevada corporations may be denied voting rights, unless a majority of the disinterested stockholders of the corporation elects to restore such voting rights. These laws will apply to us if we were to have 200 or more stockholders of record (at least 100 of whom have addresses in Nevada appearing on our stock ledger) and do business in the State of Nevada directly or through an affiliated corporation, unless our articles of incorporation or bylaws in effect on the tenth day after the acquisition of a controlling interest provide otherwise. These laws provide that a person acquires a "controlling interest" whenever a person acquires shares of a subject corporation that, but for the application of these provisions of the NRS, would enable that person to exercise (1) one-fifth or more, but less than one-third, (2) one-third or more, but less than a majority or (3) a majority or more, of all of the voting power of the corporation in the election of directors. Once an acquirer crosses one of these thresholds, shares which it acquired in the transaction taking it over the threshold and within the 90 days immediately preceding the date when the acquiring person acquired or offered to acquire a controlling interest become "control shares" to which the voting restrictions described above apply. These laws may have a chilling effect on certain transactions if our amended and restated articles of incorporation or amended and restated bylaws are not amended to provide that these provisions do not apply to us or to an acquisition of a controlling interest, or if our disinterested stockholders do not confer voting rights in the control shares.

Nevada's "combinations with interested stockholders" statutes (NRS 78.411 through 78.444, inclusive) provide that specified types of business "combinations" between certain Nevada corporations and any person deemed to be an "interested stockholder" of the corporation are prohibited for two years after such person first becomes an "interested stockholder" unless the corporation's board of directors approves the combination (or the transaction by which such person becomes an "interested stockholder") in advance, or unless the combination is approved by the board of directors and 60% of the corporation's voting power not beneficially owned by the interested stockholder, its affiliates and associates. Furthermore, in the absence of prior approval certain restrictions may apply even after such two-year period. For purposes of these statutes, an "interested stockholder" is any person who is (1) the beneficial owner, directly or indirectly, of 10% or more of the voting power of the outstanding voting shares of the corporation, or (2) an affiliate or associate of the corporation and at any time within the two previous years was the beneficial owner, directly or indirectly, of 10% or more of the voting power of the then-outstanding shares of the corporation. The definition of the term "combination" is sufficiently broad to cover most significant transactions between a corporation and an "interested stockholder". These laws generally apply to Nevada corporations with 200 or more stockholders of record. However, a Nevada corporation may elect in its articles of incorporation not to be governed by these particular laws, but if such election is not made in the corporation's original articles of incorporation, the amendment (1) must be approved by the affirmative vote of the holders of stock representing a majority of the outstanding voting power of the corporation not beneficially owned by interested stockholders or their affiliates and associates, and (2) is not effective until 18 months after the vote approving the amendment and does not apply to any combination with a person who first became an interested stockholder on or before the effective date of the amendment. We have not made such an election in our original articles of incorporation or in our amended and restated articles of incorporation.

Limitations on Liability and Indemnification of Officers and Directors

Our articles of incorporation and bylaws limit the liability of our officers and directors and provide that we will indemnify our officers and directors, in each case, to the fullest extent permitted by the Nevada Revised Statutes. We expect to obtain additional directors' and officers' liability insurance coverage prior to the completion of this offering.

Listing

We have applied to list our common stock on the Nasdaq Capital Market under the symbol "CNSP".

Transfer Agent

The transfer agent for our common stock is Continental Stock Transfer and Trust.

SHARES ELIGIBLE FOR FUTURE SALE

Future sales of substantial amounts of common stock in the public market after this offering could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through the sale of our equity securities. We are unable to estimate the number of shares of common stock that may be sold in the future.

Upon the closing of this offering, we will have:

- 11,536,004 shares of common stock outstanding (if the minimum number of shares are sold) and 13,036,004 shares of common stock outstanding (if the maximum number of shares are sold);
- 4,260,942 shares of common stock that will issuable upon the conversion of our outstanding convertible notes (exclusive of shares issuable for accrued interest under such notes). No holder of these notes will be permitted to convert such notes to the extent that the holder or any of its affiliates would beneficially own in excess of 2.0% of our common stock after such conversion. The number of shares set forth assumes no such limitation on the conversion of the notes;
- 1,220,059 shares of common stock underlying outstanding warrants at an exercise price of $10.89 per share;
- 675,000 shares of common stock underlying outstanding options with a weighted average exercise price of $0.91 per share, which options vest over a three or four year period.
- 127,208 shares issuable to SAFE security holders at a conversion price of $5.04 per share.

All of the shares sold in this offering will be freely tradable without restriction under the Securities Act unless purchased by one of our affiliates as that term is defined in Rule 144 under the Securities Act, which generally includes directors, officers or 10% stockholders. None of the holders of shares of our common stock or securities exercisable for or convertible into shares of our common stock have any registration rights.

Lock-Up

Our executive officers, directors, and major stockholders, have agreed not to offer, sell, dispose of or hedge any shares of our common stock, subject to specified limited exceptions, during the period continuing through the date that is fifteen months after the date of this offering; provided that, notwithstanding the foregoing, commencing twelve months after this offering, the holders may sell the securities in a private offering, provided that the transferee has agreed in writing to be bound by the same terms described herein to the extent and for the duration that such terms remain in effect at the time of such transfer; provided further that Mr. Lourie's lock-up agreement shall terminate prior to the date set forth above if he is no longer serving as an officer of our Company.

Between December 2017 and March 2018, we sold 327,004 shares of common stock at $1.50 per share in a private placement. In connection with this offering, the investors agreed to the following lock-up agreement with respect to the purchased shares:

- Until the 90th day after the date of this offering, the investor agreed not to sell, transfer or otherwise dispose of the purchased shares.
- Between the 91st and 150th day after the date of this offering, the investor agreed not to sell, transfer or otherwise dispose of more than one-third of the purchased shares.
- Between the 151st and 210th day after the date of this offering, the investor agreed not to sell, transfer or otherwise dispose of more than one-third of the purchased shares.
- After the 210th day after the date of this offering, the investor will be entitled to sell the remaining one-third of the shares purchased without restriction.
- The restrictions set forth in the above bullet will be released if, at any time, our common stock price is over $12.00 per share for five consecutive trading days; provided that such restrictions shall be reinstated until such time as the common stock price falls back below $12.00 per share.

On June 15, 2018, we entered into an agreement to issue 10% convertible notes in an aggregate of $300,000 in principal amount of convertible notes, which principal and accrued interest will automatically convert into shares of common stock upon the closing of this offering at a conversion rate of $1.50 per share. In connection with this offering, the investors agreed to the following lock-up agreement with respect to the shares underlying the notes:

- Until the later of six months after issuance of the note or the 90th day after the date our common stock is first listed for trading on a national securities exchange (the later of the six-month date or the 90th day after the first trading day, is referred to as the "Lock-Up Release Date"), the investor agreed not to sell, transfer or otherwise dispose of the shares.

- Between the 1st and 60th day after the Lock-Up Release Date, the investor agreed not to sell, transfer or otherwise dispose of more than one-third of the shares underlying the notes.

- Between the 61st and 120th day after the Lock-Up Release Date, the investor agreed not to sell, transfer or otherwise dispose of more than one-third of the shares underlying the notes.

- After the 120th day after the Lock-Up Release Date, the investor will be entitled to sell the remaining one-third of the shares underlying the notes without restriction.

- The restrictions set forth in the bullet point above will be released if, at any time subsequent to the Lock-Up Release Date, our common stock price is over $12.00 per share for five consecutive trading days; provided that such restrictions shall be reinstated until such time as the common stock price falls back below $12.00 per share.

Rule 144

Shares of common stock held by any of our affiliates, as that term is defined in Rule 144 of the Securities Act, as well as shares held by our current stockholders, may be resold only pursuant to further registration under the Securities Act or in transactions that are exempt from registration under the Securities Act. In general, under Rule 144 as currently in effect, any person who is or has been an affiliate of ours during the 90 days immediately preceding the sale and who has beneficially owned shares for at least six months is entitled to sell, within any three-month period commencing 90 days after the date of this Offering Circular, a number of shares that does not exceed the greater of: (i) 1% of the number of shares of common stock then outstanding, or (ii) the average weekly trading volume of the common stock during the four calendar weeks preceding the filing of a Form 144 with respect to the sale.

Sales under Rule 144 by our affiliates will also be subject to manner of sale provisions and notice requirements and to the availability of current public information about us.

Stock Plan

We intend to file a registration statement on Form S-8 under the Securities Act of 1933, as amended, which will register 2,000,000 shares of common stock underlying stock options or restricted stock awards for issuance under our 2017 Stock Plan. Subject to any vesting requirements, these shares registered on Form S-8 will be eligible for resale in the public markets without restriction, subject to Rule 144 limitations applicable to affiliates.

UNDERWRITING

We have entered into an engagement agreement, and will enter into an underwriting agreement upon the qualification of this Offering Circular, with Boustead Securities, LLC, as underwriter, with respect to the sale of shares of our common stock in this offering. Under the terms and subject to the conditions contained in the engagement agreement, which will also be reflected in the underwriting agreement, we have agreed to issue and sell to the public through the underwriter, and the underwriter has agreed to offer and sell, a minimum of 1,000,000 shares of common stock and up to a maximum of 2,500,000 shares of common stock on a "best efforts" basis. If $6.0 million in subscriptions for the shares, which we refer to as the minimum offering, is not deposited in escrow on or before _____, 2019, or six months from this offering being qualified by the SEC, which we refer to as the Minimum Offering Period, all subscriptions will be refunded to subscribers without deduction or interest. Subscribers have no right to a return of their funds during the Minimum Offering Period. If this minimum offering amount has been deposited during the Minimum Offering Period, the offering may continue until the date when all shares have been sold or the date that is six month from this offering being qualified by the SEC. The underwriter may retain other selected dealers that are qualified to offer and sell the shares and that are members of the Financial Industry Regulatory Authority, Inc.

Until we achieve the minimum offering amount, the proceeds for the offering will be kept in a non-interest bearing account, which is referred to as an escrow account. FinTech Clearing, LLC will serve as the deposit agent for the escrow account maintained for all funds tendered by investors in this offering. The underwriter shall determine the achievement of at least the minimum offering amount and the closing on such amounts, the underwriter shall then instruct FinTech Clearing, LLC to distribute all the proceeds to us less any fees to the underwriter and selected dealers and the associated offered shares will be issued to the investors. If the offering does not close, the proceeds for the offering will be promptly returned to investors, without deduction and without interest.

The underwriting agreement will provide that the obligation of the underwriter to arrange for the offer and sale of the shares of our common stock, on a best efforts basis, is subject to certain conditions precedent. The underwriter is under no obligation to purchase any shares of our common stock for its own account. As a "best efforts" offering, there can be no assurance that the offering contemplated hereby will ultimately be consummated. The underwriter may, but is not obligated to, retain other selected dealers that are qualified to offer and sell the shares and that are members of the Financial Industry Regulatory Authority, Inc., or FINRA.

We have applied to Nasdaq Capital Market to list our common stock under the symbol "CNSP." In order to list, we will have to comply with Nasdaq Capital Market listing standards and approval from Nasdaq Capital Market will be conditional upon meeting these listing standards. We expect our common stock to begin trading on Nasdaq Capital Market following the approval of the qualification of this offering, assuming we have sold the necessary number of shares being offered, and our filing on Form 8-A to register our shares under Section 12(b) under the Exchange Act has become effective.

If the Nasdaq Capital Market application is approved, trading of our common stock on Nasdaq Capital Market is expected to begin within five days after the date of the final closing of the offering, provided that we have met the minimum listing criteria of the Nasdaq Capital Market. We will not consummate and close this offering without a listing approval letter from Nasdaq Capital Market. Our receipt of a listing approval letter is not the same as an actual listing on Nasdaq Capital Market. The listing approval letter will serve only to confirm that, if we sell a number of shares in this best effort offering sufficient to satisfy applicable listing criteria, our common stock will in fact be listed.

The underwriting agreement will provide that we will indemnify the underwriter against certain liabilities, including liabilities under the Securities Act, or contribute to payments the underwriter may be required to make in respect thereof.

In connection with the completion of this offering, we will grant the underwriter a right of first refusal, for a period of 12 months following the qualification of this offering, to act as placement agent or underwriter or to act as a joint financial advisor on at least equal economic terms on any public or private financing (debt or equity), merger, business combination, recapitalization or sale of some or all of the equity assets of the Company.

Discounts, Commissions and Expenses

The underwriter proposes to offer the shares to investors at the public offering price, and will receive cash commissions equal to 7% of the gross amount to be disbursed to the Company. The gross proceeds of this offering will be immediately deposited into either an escrow account with FinTech Clearing, LLC, held with Pacific Mercantile Bank, until such time as we have sold a minimum of 1,000,000 shares of common stock and otherwise satisfy the listing conditions to trade our common stock on Nasdaq Capital Market. The underwriter shall determine the achievement of at least the minimum offering amount and the closing on such amounts, the underwriter shall then instruct FinTech Clearing, LLC to distribute all the proceeds to us less any fees to the underwriter and selected dealers and the associated offered shares will be issued to the investors.

The following table and the two succeeding paragraphs summarize the underwriting compensation and estimated expenses we will pay:

	Public offering price	Underwriting Commissions (1)	Proceeds to us, before expenses
Per share:	$6.00	$0.42	$5.58
Total Minimum:	$6,000,000	$420,000	$5,580,000
Total Maximum (without over-subscription option):	$15,000,000	$1,050,000	$13,950,000
Total Maximum (with over-subscription option):	$17,250,000	$1,207,500	$16,042,500

(1) This table depicts broker-dealer commissions of 7% of the gross offering proceeds. In addition, we have agreed to reimburse the underwriter, promptly when invoiced, for all of its reasonable out-of-pocket expenses (including reasonable fees and expenses of its legal counsel), regardless of whether the offering is completed, of up to $175,000, subject to our prior written consent.

We have agreed to reimburse the underwriter for expenses incurred relating to the offering, including all actual fees and expenses incurred by the underwriter in connection with, among other things, due diligence costs not to exceed $50,000, road show, travel and other reasonable out-of-pocket accountable expenses not to exceed $50,000, $5,000 for background checks on the Company's officers, directors and major shareholders, and the fees and expenses of the underwriter's counsel, up to $75,000. If the term of the Company's engagement agreement with the underwriter is extended for any reason, the Company shall pay the underwriter and related persons an extension fee of $25,000. We estimate that the total expenses of this offering (including the foregoing expenses set forth in this paragraph), excluding underwriting commissions described above, will be approximately $375,000. In the event this Offering does not close, or the engagement agreement is terminated for any reason, we have agreed to reimburse the underwriter for all unreimbursed, reasonable, documented, out-of-pocket fees, expenses, and disbursements.

We intend to market the common stock in this offering, in whole or in part, through the FlashFunders™ online platform located at http://www.flashfunders.com operated by FlashFunders, Inc. (collectively, with its subsidiaries and affiliates, referred to as FlashFunders), where this Offering Circular will be posted. In addition, our website will redirect interested investors to the FlashFunders site.

FlashFunders, through its wholly owned subsidiary, FinTech Clearing, LLC, a FINRA member, has been further engaged to provide certain technology and clearing services, including offering deposit account services, in connection with this offering. The fee for these services equal to 0.25% of the gross offering proceeds will be paid by the underwriter and will be reimbursed by us to the underwriter. Further, we will pay FlashFunders (i) a technology fee equal to 0.25% of the gross offering proceeds; (ii) applicable fees for fund transfers and accounting, including: funds transfer fees - $0.50 per ACH transfer; $12.00 per incoming wire transfer; $30.00 per outgoing domestic wire transfer; $40.00 per outgoing foreign wire transfer; and other banking and vendor fees as appropriate for funds processing; (iii) $2.00 processing fee for each AML; (iv) $8.00 fee for funds transfer exception, if any; and (v) a $10,000 listing fee, which is included as underwriting compensation.

Warrants

We have agreed to issue to the underwriter and to register herein warrants to purchase up to a total of up to 201,250 shares of common stock (equal to 7.0% of the aggregate amount of securities sold in this offering assuming over-subscription option is fully exercised) and to also register herein such underlying shares. The warrants will be exercisable at any time, and from time to time, in whole or in part, commencing from the qualification date of the offering and expiring five years from the effective date of the offering. The warrants are exercisable at a per share price equal to 100% of the public offering price per share in the offering. The warrants have been deemed compensation by FINRA and are therefore subject to a 180-day lock-up pursuant to FINRA Rule 5110(g)(1). The underwriter (or permitted assignees under FINRA Rule 5110(g)(1)) will not sell, transfer, assign, pledge, or hypothecate these warrants or the securities underlying these warrants, nor will they engage in any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the warrants or the underlying securities for a period of 180 days from the qualification date of the offering, except as provided for in FINRA Conduct Rule 5110(g)(2). The exercise price and number of shares issuable upon exercise of the warrants may be adjusted in certain circumstances including in the event of a stock dividend, subdivision, combination, reclassification, merger or consolidation. However, the warrant exercise price or underlying shares will not be adjusted for issuances of shares of common stock at a price below the warrant exercise price.

Lock-Up Agreements

We have agreed that we will not directly or indirectly, without the prior written consent of the underwriter, offer to sell, sell, contract to sell, grant any option or warrant to purchase, make any short sale, or otherwise dispose of (or announce any offer, sale, grant of any option or warrant to purchase or other disposition), any shares of capital stock of the Company or securities convertible into, or exchangeable or exercisable for, shares of capital stock of the Company, (the "Lock-Up Securities") during the period commencing upon the commencement of this offering and ending on and including the _____ day following such date (the "Lock-Up Period"), except with respect to (i) the shares to be sold hereunder, (ii) the issuance of shares of common stock upon the exercise of stock options and warrants outstanding as of the date hereof and the issuance of common stock or stock options under any employee benefit or stock incentive plan of the Company existing on the date hereof, and described in the final Offering Circular, (iii) the issuance of common stock or stock options under any non-employee director stock plan or dividend reinvestment plan described in the final Offering Circular, or (iv) the issuance of any shares of common stock by the Company in connection with a licensing agreement, joint venture, acquisition or business combination or other collaboration or strategic transaction.

Our executive officers, directors, and major stockholders, have agreed not to offer, sell, dispose of or hedge any shares of our common stock, subject to specified limited exceptions, during the period continuing through the date that is fifteen months after the date of this offering; provided that, notwithstanding the foregoing, commencing twelve months after this offering, the holders may sell the securities in a private offering, provided that the transferee has agreed in writing to be bound by the same terms described herein to the extent and for the duration that such terms remain in effect at the time of such transfer; provided further that Mr. Lourie's lock-up agreement shall terminate prior to the date set forth above if he is no longer serving as an officer of our Company.

Between December 2017 and March 2018, we sold 327,004 shares of common stock at $1.50 per share in a private placement. In connection with this offering, the investors agreed to the following lock-up agreement with respect to the purchased shares:

- Until the 90th day after the date of this offering, the investor agreed not to sell, transfer or otherwise dispose of the purchased shares.
- Between the 91st and 150th day after the date of this offering, the investor agreed not to sell, transfer or otherwise dispose of more than one-third of the purchased shares.
- Between the 151st and 210th day after the date of this offering, the investor agreed not to sell, transfer or otherwise dispose of more than one-third of the purchased shares.
- After the 210th day after the date of this offering, the investor will be entitled to sell the remaining one-third of the shares purchased without restriction.
- The restrictions set forth in the above bullet will be released if, at any time, our common stock price is over $12.00 per share for five consecutive trading days; provided that such restrictions shall be reinstated until such time as the common stock price falls back below $12.00 per share.

On June 15, 2018, we entered into an agreement to issue 10% convertible notes in an aggregate of $300,000 in principal amount of convertible notes, which principal and accrued interest will automatically convert into shares of common stock upon the closing of this offering at a conversion rate of $1.50 per share. In connection with this offering, the investors agreed to the following lock-up agreement with respect to the shares underlying the notes:

- Until the later of six months after issuance of the note or the 90th day after the date our common stock is first listed for trading on a national securities exchange (the later of the six-month date or the 90th day after the first trading day, is referred to as the "Lock-Up Release Date"), the investor agreed not to sell, transfer or otherwise dispose of the shares.

- Between the 1st and 60th day after the Lock-Up Release Date, the investor agreed not to sell, transfer or otherwise dispose of more than one-third of the shares underlying the notes.

- Between the 61st and 120th day after the Lock-Up Release Date, the investor agreed not to sell, transfer or otherwise dispose of more than one-third of the shares underlying the notes.

- After the 120th day after the Lock-Up Release Date, the investor will be entitled to sell the remaining one-third of the shares underlying the notes without restriction.

- The restrictions set forth in the bullet point above will be released if, at any time subsequent to the Lock-Up Release Date, our common stock price is over $12.00 per share for five consecutive trading days; provided that such restrictions shall be reinstated until such time as the common stock price falls back below $12.00 per share.

The underwriter may in its sole discretion and at any time without notice release some or all of the shares subject to lock-up agreements prior to the expiration of the lock-up period. When determining whether or not to release shares from the lock-up agreements, the underwriter will consider, among other factors, the security holder's reasons for requesting the release, the number of shares for which the release is being requested and market conditions at the time.

Unsecured Convertible Promissory Note

Boustead & Company Limited, the parent company of the underwriter, participated in a private placement by the Company, pursuant to which Boustead & Company Limited purchased on June 14, 2018, a 10% Unsecured Convertible Promissory Note, in the principal amount of $300,000. The Note matures on the earlier of: (i) June 13, 2019, (ii) acceleration of the Note upon an event of default, or (iii) upon conversion (described below). Upon the completion by the Company of an initial public offering, pursuant to which the Company's securities become registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended, 100% of the principal and accrued unpaid interest on the Note will automatically convert to up to 200,000 shares of the Company's common stock, at a conversion price of $1.50 per share, provided that the Note will not be convertible to the extent that Boustead & Company Limited or any of its affiliates would beneficially own more than 4.99% of the Company's common stock.

Offering Period and Expiration Date

This offering will start on the date this Offering Circular is qualified by the SEC and will terminate at the earlier of: (1) the date at which the maximum amount of common stock being offered has been sold, (2) if the Minimum Offering Amount has been deposited into the escrow account during the Minimum Offering Period, the date that is six months from this offering being qualified by the SEC, (3) if the minimum offering amount has been deposited during the Minimum Offering Period, _____, 2018, or (4) the date on which this offering is earlier terminated by us in our sole discretion.

In addition, if the maximum number of shares of common stock being offered has been sold on or prior to the termination date, the underwriter may exercise the over-subscription option on or prior to the termination date to extend the offering for an additional 45 days to sell up to an additional 375,000 shares of our common stock. If, on the initial closing date, we have sold less than the maximum number of shares of common stock being offered, then we may hold one or more additional closings for additional sales, up to the maximum number of shares of common stock, and until the termination date. Our Company and the underwriter will consider various factors in determining the timing of any additional closings, including the amount of proceeds received at the initial closing, any additional closings that have already been held, the level of additional valid subscriptions received after the initial closing, the eligibility of additional investors under applicable laws and coordination with the commencement of exchange trading of our common stock .

Procedures for Subscribing

Investors who do not wish to utilize the online subscription option available on FlashFunders will be required to:

1. Complete the subscription agreement offline and email, mail or fax the completed subscription agreement to the Underwriter; and
2. Wire funds to the escrow account at Pacific Mercantile Bank.

We shall only deliver such subscription documents upon request after a potential investor has had ample opportunity to review this Offering Circular.

Any potential investor will have ample time to review the subscription agreement, along with their counsel, prior to making any final investment decision. We shall only deliver such subscription documents upon request after a potential investor has had ample opportunity to review this Offering Circular. Further, we will not accept any money until the SEC declares the offering statement qualified.

Proceeds will be held in an escrow account at Pacific Mercantile Bank, administered by FinTech Clearing, LLC, subject to compliance with Exchange Act Rule 15c2-4 until closing occurs. Our underwriter and/or the participating broker-dealers will submit a subscriber's form(s) of payment in compliance with Exchange Act Rule 15c2-4, generally by noon of the next business day following receipt of the subscriber's subscription agreement and form(s) of payment.

You will be required to represent and warrant in your subscription agreement that you are an accredited investor as defined under Rule 501 of Regulation D or that your investment in the shares of common stock does not exceed 10% of your net worth or annual income, whichever is greater, if you are a natural person, or 10% of your revenues or net assets, whichever is greater, calculated as of your most recent fiscal year if you are a non-natural person. By completing and executing your subscription agreement you will also acknowledge and represent that you have received a copy of this Offering Circular, you are purchasing the shares of common stock for your own account and that your rights and responsibilities regarding your shares of common stock will be governed by our chart and bylaws, each filed as an exhibit to the offering statement of which this Offering Circular is a part.

Right to Reject Subscriptions. After we receive your complete, executed subscription agreement and the funds required under the subscription agreement have been received in the escrow accounts, we have the right to review and accept or reject your subscription in whole or in part, for any reason or for no reason. We will return all monies from rejected subscriptions immediately to you, without interest or deduction.

Acceptance of Subscriptions. Upon our acceptance of a subscription agreement, we will countersign the subscription agreement and issue the shares subscribed at closing. Once you submit the subscription agreement and it is accepted, you may not revoke or change your subscription or request your subscription funds. All accepted subscription agreements are irrevocable.

The FlashFunders platform contains certain "Terms of Use" that investors wishing to subscribe online are required to agree to in order to complete their proposed investment in the Company. The Terms of Use on the FlashFunders platform will not apply to potential claims made against the Company or against any underwriters (as that term is defined under the Securities Act) of the offering under the federal securities laws by investors in this Offering. However, the Terms of Use may still apply to potential claims made against the platform under the federal securities laws. The Company believes the enforceability of the Terms of Use against both investors in this offering, as well as transferees of the shares purchased by the investors in this offering, is unsettled law, and the Company can provide no assurance to either investors in this offering or transferees of the shares purchased by the investors in this offering whether the platform will be able to successfully enforce its Terms of Use with respect to federal securities laws. Notwithstanding the foregoing, the Company has been advised by FlashFunders, Inc. that to the extent the terms of use on the platform would conflict with and be prohibited under the federal securities laws and the rules and regulations thereunder, it would not attempt to enforce such terms against any purchaser of shares on their platform, as well as transferees of such shares. Investors should carefully read and consider the applicable "Terms of Use" before making an investment through the platform. (See "Risk Factors" at page 17- "Investors who subscribe for our securities through the online platform will be subject to different, less favorable terms than Investors who do not subscribe through such platform.") Investors who do not wish to invest through the online platform can fill out a copy of the subscription agreement and mail it to the Company by following the instructions contained in the subscription agreement.

Regardless of whether an investor subscribes though the online platform or by filling out a subscription agreement and mailing it to the Company, the investor (and any transferee of shares purchased by the investor) will not be deemed to have waived their rights against the Company or the underwriters (as that term is defined under the Securities Act) under the federal securities laws and the rules and regulations thereunder. The Company and the underwriters (as that term is defined under the Securities Act) will not utilize or enforce the "Terms of Use" on the online platform as a waiver by any investor (or by any transferee of shares purchased by the investor) of their rights under the federal securities laws and the rules and regulations thereunder. Accordingly, with respect to claims against the Company or the underwriters (as that term is defined under the Securities Act) under the federal securities laws and Securities and Exchange Commission the rules and regulations thereunder, the Company does not believe an investor (or any transferee of shares purchased by the investor) will be treated differently based on the method in which the investor subscribes for shares in this offering.

The deposit account agent has not investigated the desirability or advisability of investment in our common stock nor approved, endorsed or passed upon the merits of purchasing the common stock.

Electronic Offer, Sale and Distribution of Shares

An Offering Circular in electronic format may be made available on the websites maintained by the underwriter, or selling group members, if any, participating in the offering. The underwriter may agree to allocate a number of shares to selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the Underwriter and selling group members that may make Internet distributions on the same basis as other allocations.

Pricing of the Offering

The public offering price of the shares in this offering has been determined by our Board of Directors without the assistance of an investment bank or other third party. Among the factors considered in determining the public offering price of the shares, in addition to the prevailing market conditions, are estimates of our business potential and earnings prospects.

ERISA Considerations

Special considerations apply when contemplating the purchase of shares of our common stock on behalf of employee benefit plans that are subject to Title I of the Employee Retirement Income Security Act of 1974, as amended, or ERISA, plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Internal Revenue Code of 1986, as amended, or the Code, or provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of the Code or ERISA, and entities whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each referred to as a Plan). A person considering the purchase of our common stock on behalf of a Plan is urged to consult with tax and ERISA counsel regarding the effect of such purchase and, further, to determine that such a purchase will not result in a prohibited transaction under ERISA, the Code or a violation of some other provision of ERISA, the Code or other applicable law. We will rely on such determination made by such persons, although no shares of our common stock will be sold to any Plans if management believes that such sale will result in a prohibited transaction under ERISA or the Code.

Foreign Regulatory Restrictions on Purchase of the Common Stock

We have not taken any action to permit a public offering of our common stock outside the United States or to permit the possession or distribution of this Offering Circular outside the United States. Persons outside the United States who come into possession of this Offering Circular must inform themselves about and observe any restrictions relating to this Offering of common stock and the distribution of the Offering Circular outside the United States.

Investment Amount Limitations

Generally, no sale may be made to you in this offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, we encourage you to review Rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to refer to www.investor.gov.

As a Tier 2, Regulation A offering, investors must comply with the 10% limitation to invest in the offering. The only investor in this offering exempt from this limitation is an "accredited investor," as defined under Rule 501 of Regulation D. If you meet one of the following tests you should qualify as an accredited investor:

(1) You are a natural person who has had individual income in excess of $200,000 in each of the two most recent years, or joint income with your spouse in excess of $300,000 in each of these years, and have a reasonable expectation of reaching the same income level in the current year;

(2) You are a natural person and your individual net worth, or joint net worth with your spouse, exceeds $1,000,000 at the time you purchase shares in this offering (please see below on how to calculate your net worth);

(3) You are an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the Code, a corporation, a Massachusetts or similar business trust or a partnership, not formed for the specific purpose of acquiring the shares in this offering, with total assets in excess of $5,000,000;

(4) You are an entity (including an Individual Retirement Account trust) in which each equity owner is an accredited investor;

(5) You are a trust with total assets in excess of $5,000,000, your purchase of shares in this offering is directed by a person who either alone or with his purchaser representative(s) (as defined in Regulation D promulgated under the Securities Act) has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment, and you were not formed for the specific purpose of investing in the shares in this offering; or

(6) You are a bank or a savings and loan association or other institution as defined in the Securities Act, a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended, or the Exchange Act, an insurance company as defined by the Securities Act, an investment company registered under the Investment Company Act of 1940, as amended, or the Investment Company Act, or a business development company as defined in that act, any Small Business Investment Company licensed by the Small Business Investment Act of 1958 or a private business development company as defined in the Investment Advisers Act of 1940.

Net Worth Calculation

Your net worth is defined as the difference between your total assets and total liabilities. This calculation must exclude the value of your primary residence and may exclude any indebtedness secured by your primary residence (up to an amount equal to the value of your primary residence). In the case of fiduciary accounts, net worth and/or income suitability requirements may be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of the shares in the offering.

In order to purchase shares in this offering and prior to the acceptance of any funds from an investor, an investor will be required to represent, to the Company's satisfaction, that he or she is either an accredited investor or is in compliance with the 10% of net worth or annual income limitation on investment in this offering.

Exchange Listing

We have applied to the Nasdaq Capital Market to list shares of our common under the symbol "CNSP." In order to qualify for listing our common stock on Nasdaq Capital Market, we have to sell at least 1,000,000 shares totaling $6,000,000. We have set our minimum offering amount to be $6,000,000, and as such, should we reach the minimum offering we will have met the Nasdaq Capital Market listing qualification. We expect trading to commence following the approval of the qualification of this offering, assuming we have sold the necessary number of shares being offered, and our filing on Form 8-A to register our shares under Section 12(b) under the Exchange Act has become effective.

Selling Security Holders

No securities are being sold for the account of security holders. All net proceeds of this Offering will go to our Company.

Other Selling Restrictions

Other than in the United States, no action has been taken by us or the underwriter that would permit a public offering of our common stock in any jurisdiction where action for that purpose is required. Our common stock may not be offered or sold, directly or indirectly, nor may this Offering Circular or any other offering material or advertisements in connection with the offer and sale of shares of our common stock be distributed or published in any authority, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this Offering Circular comes are advised to inform themselves about and to observe any restrictions relating to this offering and the distribution of this Offering Circular. This Offering Circular does not constitute an offer to sell or a solicitation of an offer to buy our common stock in any authority in which such an offer or solicitation would be unlawful.

LEGAL MATTERS

The validity of the shares of common stock being offered by this Offering Circular will be passed upon for us by The Loev Law Firm, PC. Bevilacqua PLLC has acted as counsel for the underwriter in this offering.

EXPERTS

The financial statements as of December 31, 2017 and for the period from July 27, 2017 (inception) to December 31, 2017, included in this Offering Circular have been so included in reliance on the report (which contains an explanatory paragraph relating to our ability to continue as a going concern as described in Note 2 to the Financial Statements), by GBH CPAs, PC, an independent registered public accounting firm, given on the authority of such firm as experts in auditing and accounting.

On September 27, 2018, the Company accepted the resignation of GBH CPAs, PC ("GBH") and engaged Marcum LLP as its independent registered public accountants. This change occurred in connection with GBH resigning as a result of GBH combining its practice with Marcum effective July 1, 2018. The engagement of Marcum has been approved by the Audit Committee of the Company's Board of Directors.

GBH's reports on the financial statements of the Company as of and for the period from July 27, 2017 (inception) to December 31, 2017 did not contain any adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles, except that such reports contained explanatory paragraphs in respect to uncertainty as to the Company's ability to continue as a going concern.

During the period from July 27, 2017 (inception) to December 31, 2017 and through September 27, 2018, there were no disagreements with GBH on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which if not resolved to GBH's satisfaction would have caused it to make reference thereto in connection with its report on the financial statements for such year. During the period from July 27, 2017 (inception) to December 31, 2017 and through September 27, 2018, there were no "reportable events" of the type described in Item 304(a)(1)(v) of Regulation S-K.

On September 27, 2018, the Company engaged Marcum as the Company's new independent registered public accounting firm effective immediately. The retention of Marcum was approved by the Audit Committee. During the period from July 27, 2017 (inception) to December 31, 2017 and through September 27, 2018, the Company did not consult with Marcum with respect to any matter whatsoever including without limitation with respect to any of (i) the application of accounting principles to a specified transaction, either completed or proposed; (ii) the type of audit opinion that might be rendered on the Company's financial statements; or (iii) any matter that was either the subject of a disagreement (as defined in Item 304(a)(1)(iv) of Regulation S-K) or an event of the type described in Item 304(a)(1)(v) of Regulation S-K.

WHERE YOU CAN FIND MORE INFORMATION

We have filed an offering statement on Form 1-A with the SEC under the Securities Act with respect to the common stock offered by this Offering Circular. This Offering Circular, which constitutes a part of the offering statement, does not contain all of the information set forth in the offering statement or the exhibits and schedules filed therewith. For further information with respect to us and our common stock, please see the offering statement and the exhibits and schedules filed with the offering statement. Statements contained in this Offering Circular regarding the contents of any contract or any other document that is filed as an exhibit to the offering statement are not necessarily complete, and each such statement is qualified in all respects by reference to the full text of such contract or other document filed as an exhibit to the offering statement. The offering statement, including its exhibits and schedules, may be inspected without charge at the public reference room maintained by the SEC, located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549, and copies of all or any part of the offering statement may be obtained from such offices upon the payment of the fees prescribed by the SEC. Please call the SEC at 1-800-SEC-0330 for further information about the public reference room. The SEC also maintains an Internet website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is www.sec.gov.

Upon completion of this offering, we will become subject to the information and periodic reporting requirements of the Exchange Act, and, in accordance therewith, will file periodic reports, proxy statements and other information with the SEC. Such periodic reports, proxy statements and other information will be available for inspection and copying at the public reference room and on the SEC website referred to above.

We also maintain a website at www.cnspharma.com. Upon completion of this offering, you may access these materials at our website free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on our website is not a part of this Offering Circular and the inclusion of our website address in this Offering Circular is an inactive textual reference only.

CNS Pharmaceuticals, Inc.
Index to Financial Statements

CNS Pharmaceuticals, Inc.
Balance Sheets
(Unaudited)

	June 30, 2018	December 31, 2017
Assets		
Current Assets:		
Cash and cash equivalents	$ 380,687	$ 110,543
Prepaid expenses	1,670	51,651
Other receivable	436,675	–
Total current assets	819,032	162,194
Long-Term Assets:		
Deferred issuance costs	96,000	–
Total Assets	$ 915,032	$ 162,194
Liabilities and Stockholders' Deficit		
Current Liabilities:		
Accounts payable	$ 69,287	$ 42,497
Accounts payable - related party	–	15,000
Accrued expenses	14,719	41,404
Convertible notes payable, net	339,036	86,825
Notes payable	35,000	35,000
SAFE agreements	641,129	–
Total current liabilities	1,099,171	220,726
Total Liabilities	1,099,171	220,726
Commitments and contingencies		
Stockholders' Deficit:		
Common stock, $0.001 par value, 20,000,000 shares authorized and 10,536,004 and 10,270,667 shares issued and outstanding, respectively	10,536	10,271
Additional paid-in capital	591,869	150,559
Accumulated deficit	(786,544)	(219,362)
Total Stockholders' Deficit	(184,139)	(58,532)
Total Liabilities and Stockholders' Deficit	$ 915,032	$ 162,194

See accompanying notes to the financial statements.

CNS Pharmaceuticals, Inc.
Statement of Operations
(Unaudited)

	Six Months Ended June 30, 2018
Revenue	$ –
Operating expenses:	
General and administrative	486,632
Research and development	16,667
Total operating expenses	503,299
Loss from operations	(503,299)
Other expenses:	
SAFE agreement expenses	(54,454)
Interest expense	(7,351)
Amortization of debt discount	(2,078)
Net loss	$ (567,182)
Loss per share - basic and diluted	$ (0.05)
Weighted average shares outstanding - basic and diluted	10,472,399

See accompanying notes to the financial statements.

CNS Pharmaceuticals, Inc.
Statement of Cash Flows
(Unaudited)

	Six Months Ended June 30, 2018
Cash Flows from Operating Activities:	
Net loss	$ (567,182)
Adjustments to reconcile net loss to net cash used in operating activities:	
Stock-based compensation	22,208
SAFE agreement accrued expenses	54,454
Amortization of note payable discount	2,078
Changes in operating assets and liabilities:	
Prepaid expenses	49,981
Accounts payable	26,790
Accounts payable-related party	(15,000)
Accrued expenses	(26,685)
Net Cash Used in Operating Activities	(453,356)
Cash Flows from Financing Activities:	
Payments of deferring issuance cost	(96,000)
Proceeds from convertible debt, net of discount	279,000
Proceeds from SAFE agreements	150,000
Proceeds from equity issuance	390,500
Net Cash Provided by Financing Activities	723,500
Net change in cash and cash equivalents	270,144
Cash and cash equivalents, at beginning of period	110,543
Cash and cash equivalents, at end of period	$ 380,687
Supplemental disclosures of cash flow information:	
Cash paid for interest	$ –
Cash paid for income taxes	$ –
Non-cash transactions	
Receivable for SAFE agreements issued for other receivable	$ 478,558
Beneficial conversion feature and warrant issuance	$ 28,867

See accompanying notes to the financial statements.

CNS Pharmaceuticals, Inc.
Notes to the Unaudited Financial Statements

Note 1 – Nature of Business

CNS Pharmaceuticals, Inc. (the "Company") is a pre-clinical pharmaceutical company organized as a Nevada corporation on July 27, 2017 to focus on the development of anti-cancer drug candidates.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation - The accompanying unaudited financial statements of the Company have been prepared in accordance with generally accepted accounting principles for interim unaudited financial information. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. The unaudited financial statements include all adjustments (consisting of normal recurring adjustments) which are, in the opinion of management, necessary in order to make the condensed financial statements not misleading. Operating results for the six months ended June 30, 2018 are not necessarily indicative of the final results that may be expected for the year ended December 31, 2018. For more complete financial information, these unaudited financial statements should be read in conjunction with the audited financial statements for the period ended December 31, 2017 included elsewhere in this offering statement. Notes to the financial statements which would substantially duplicate the disclosures contained in the audited financial statements for the most recent fiscal period, have been omitted.

Going Concern - These financial statements have been prepared on a going concern basis, which assumes the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The continuation of the Company as a going concern is dependent upon the ability of the Company to obtain continued financial support from its stockholders, necessary equity financing to continue operations and the attainment of profitable operations. As of June 30, 2018, the Company has incurred an accumulated deficit of $786,544 since inception and had not yet generated any revenue from operations. Additionally, management anticipates that its cash on hand as of June 30, 2018 is sufficient to fund its planned operations into but not beyond one year from the date of the issuance of these financial statements. These factors raise substantial doubt regarding the Company's ability to continue as a going concern. These financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern. The Company may seek additional funding through a combination of equity offerings, debt financings, government or other third-party funding, collaborations, strategic alliances and licensing arrangements and delay planned cash outlays or a combination thereof. Management cannot be certain that such events or a combination thereof can be achieved.

Loss Per Common Share - Basic loss per common share is computed by dividing net loss available to common shareholders by the weighted-average number of common shares outstanding during the period. Diluted loss per common share is determined using the weighted-average number of common shares outstanding during the period, adjusted for the dilutive effect of common stock equivalents. In periods when losses are reported, the weighted-average number of common shares outstanding excludes common stock equivalents, because their inclusion would be anti-dilutive. As of June 30, 2018, the Company's potentially dilutive shares and options, which were not included in the calculation of net loss per share, included notes convertible into 4,260,942 common shares, warrants to purchase 1,220,059 common shares, options for 475,000 common shares and instrument convertible into the common shares pursuant to SAFE agreement (See Note 5).

Fair value of financial instruments - The Company discloses fair value measurements for financial and non-financial assets and liabilities measured at fair value. Fair value is based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

The accounting standard establishes a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described below:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Observable prices that are based on inputs not quoted on active markets, but corroborated by market data.

Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

The SAFE Agreements are classified as a level 3 financial instrument.

Subsequent Events - The Company's management reviewed all material events through October 12, 2018 the date these financial statements were available to be issued for subsequent event disclosure consideration.

Recent Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2014-09, Revenue from Contracts with Customers (Topic 606), which will replace numerous requirements in U.S. GAAP, including industry-specific requirements, and provide companies with a single revenue recognition model for recognizing revenue from contracts with customers. The core principle of the new standard is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. In August 2015, the FASB approved a proposal to defer the effective date of the guidance until annual and interim reporting periods beginning after December 15, 2017. The Company adopted this standard as of January 1, 2018. The adoption of this standard did not have an impact on the Company's financial statements.

In January 2016, the FASB issued ASU 2016-01, Financial Instruments – Overall: Recognition and Measurement of Financial Assets and Financial Liabilities. ASU 2016-01 affects the accounting for equity investments, financial liabilities under the fair value option and the presentation and disclosure requirements of financial instruments. ASU 2016-01 is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. The Company adopted this standard as of January 1, 2018. The adoption of this standard did not have a significant impact on the Company's financial statements.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under ASU 2016-02, an entity will be required to recognize right-of-use assets and lease liabilities on its balance sheet and disclose key information about leasing arrangements. ASU 2016-02 offers specific accounting guidance for a lessee, a lessor and sale and leaseback transactions. Lessees and lessors are required to disclose qualitative and quantitative information about leasing arrangements to enable a user of the financial statements to assess the amount, timing and uncertainty of cash flows arising from leases. For public companies, ASU 2016-02 is effective for annual reporting periods beginning after December 15, 2018, including interim periods within that reporting period, and requires a modified retrospective adoption, with early adoption permitted. The Company is currently evaluating the impact that this standard will have on its financial statements.

In August 2016, the FASB issued ASU 2016-15, Statement of Cash Flows (Topic 230). This ASU applies to all entities that are required to present a statement of cash flows under Topic 230. The amendments provide guidance on eight specific cash flow issues and includes clarification on how these items should be classified in the statement of cash flows and is designed to help eliminate diversity in practice as to where items are classified in the cash flow statement. Furthermore, in November 2016, the FASB issued additional guidance on this Topic that requires amounts generally described as restricted cash and restricted cash equivalents to be included with cash and cash equivalents when reconciling the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years, with earlier application permitted for all entities. The Company adopted this standard as of January 1, 2018. The adoption of this standard did not have a significant impact on the Company's financial statements.

The Company does not believe that any other recently issued effective standards, or standards issued but not yet effective, if adopted, would have a material effect on the accompanying financial statements.

Note 3 –Notes Payable

Convertible Notes Payable

On various dates during 2017, the Company entered into seven unsecured convertible promissory notes and warrants for aggregate proceeds of $86,825. Each note bears interest at 10% per annum and was scheduled to mature on the earlier of one year after issuance or the completion of an initial public offering ("IPO") of the Company's securities; such maturity date was extended to the earlier of 18 months after issuance or the completion of an IPO of the Company's securities. Each debt holder was issued common stock warrants as further discussed in Note 4.

These notes will to be automatically converted according to their terms into shares of the Company's common stock at the respective conversion price upon the Company's IPO to the extent and provided that no holder of these notes was or will be permitted to convert such notes to the extent that the holder or any of its affiliates would beneficially own in excess of 4.99% of our common stock after such conversion, which percentage was amended to 2.0% of our common stock after such conversion. After the completion of the Company's IPO and until such time as the notes are converted into shares of common stock, the maturity date of the notes will automatically be extended until fully converted, we will not be permitted to repay the notes, and accrued interest relating to the notes will continue to accrue.

The convertible notes were analyzed for a beneficial conversion feature on various issuance dates. A total of $488 was recorded as a beneficial conversion feature. Therefore, the Company recorded a debt discount related to the relative fair value of the warrants in the amount of $488.

On June 14, 2018, the Company entered into an agreement to issue a 10% convertible note in an aggregate of $300,000 in principal amount of convertible notes, which principal and accrued interest will automatically convert into shares of common stock upon the closing of this offering at a conversion rate of $1.50 per share. In conjunction with this convertible note payable a placement fee of 14,000 warrants were issued. The warrants have a 5-year life and an exercise price of $1.50. These warrants and a beneficial conversion feature were recorded for $28,867 and recorded as a debt discount. In addition, $21,000 of placement agent fees were paid related to this note which was also recorded as a debt discount. During the six months ended June 30, 2018, $2,078 of the discount was amortized leaving an unamortized balance of $47,789 at June 30, 2018.

The table below represents the shares that are convertible at June 30, 2018 relating to the principal amounts of these convertible notes payable and excludes any shares that are convertible relating to the associated accrued interest:

Issuance Date	Principal Balance, June 30, 2018	Conversion Rate	Shares convertible into at June 30, 2018	Warrants issued with convertible notes
August 7, 2017	$ 150	$ 0.001	150,000	44,550
August 7, 2017	75	0.001	75,000	22,275
August 8, 2017	750	0.001	750,000	222,750
August 16, 2017	20,000	0.0138	1,449,275	430,400
August 29, 2017	3,450	0.0138	250,000	74,244
September 6, 2017	26,000	0.045	577,778	171,600
September 7, 2017	36,400	0.045	808,889	240,240
June 14, 2018	300,000	1.50	200,000	–
	386,825			
Less: Discount	(47,789)			
Total	$ 339,036		4,260,942	1,206,059

Notes Payable

During 2017, the Company issued two notes payable for total cash proceeds of $35,000. The notes bear interest at the rate of 10% per year and originally matured on January 31, 2018. Prior to maturity, the notes were extended and now mature on December 31, 2018.

Note 4 – SAFE Agreements

During the six months ended June 30, 2018, the Company entered into SAFE agreements (Simple Agreement for Future Equity) with investors through a Regulation Crowdfunding campaign in exchange for cash investments totaling $628,558. Upon an initial public offering of the Company's common shares or a change of control, the amount invested under the SAFE agreements will automatically convert into the Company's common shares. The number of shares the SAFE agreement investors will receive is based on a 16% discount to the pricing in the triggering equity financing. The SAFE agreements do not limit the number of shares that the issuer could be required to issue upon conversion. If there is a voluntary termination of operations, a general assignment for the benefit of the Company's creditors or any other liquidation, dissolution or winding up of the Company voluntary or involuntary before the SAFE agreements terminate upon conversion, subject to the preferences applicable to any series of preferred stock, the Company will distribute its entire assets legally available for distribution with equal priority between the investors of SAFE agreements (on an as converted basis based on a valuation of common stock as determined in good faith by the Company's board of directors) and common stock holders. The SAFE agreements have no interest rate or maturity date and the SAFE investors have no voting right prior to conversion.

In accordance with the SAFE agreements, 50% of the funds raised, net of all fees associated with the use of a campaign platform will be held in an escrow account. The escrow funds will be released to the Company upon successfully acquiring the patent rights from HPI and upon the Company's spending on Phase 2 clinical trials of an amount equal to at least half of the escrow funds prior to December 28, 2019. If the escrow funds are not released to the Company before December 28, 2019, the funds will be distributed to the SAFE agreement investors. Such distribution will not reduce the number of common shares that the investors will receive upon conversion.

As of June 30, 2018, the SAFE agreements have not yet converted as a qualifying financing had not yet occurred. The SAFE agreements are recorded as a liability until conversion occurs. As of June 30, 2018, the Company received $150,000 of proceeds related to this agreement. The Company incurred a total of $41,883 of commission and other fees which were settled out of the proceeds. The remaining $436,675 is reflected as a receivable which was allocated between the Company and an escrow account as discussed above until receipt in September 2018. In addition, the Company recorded a commission of $12,571 as an increase to the SAFE agreement liability.

Note 5 – Equity

Common Stock

On January 12, 2018, the Company issued 5,000 shares of common stock valued at $7,500 to a consultant for services.

During the six months ended June 30, 2018, the Company issued 260,337 shares of common stock for cash proceeds of $390,500.

Stock Options and Warrants

On February 19, 2018, the Company issued non-qualified stock options to a new member of our Scientific Advisory Committee. The options cover 100,000 shares, have an original life of ten years and vest in four equal installments on each of the succeeding four anniversary dates. The exercise price is $1.50 for these options. The fair value of the options was $138,017 on the grant date.

On June 25, 2018, the Company issued non-qualified stock options to a new member of the board of directors. The options cover 100,000 shares, have an original life of ten years and vest over 36 months. The options had a fair value of $138,016 at grant date. The exercise price per share is $1.50 for these shares.

During the six months ended June 30, 2018, the Company recognized $14,708 of stock-based compensation related to outstanding stock options. At June 30, 2018, the Company had $272,140 of unrecognized expenses related to options.

The following table summarizes the stock option and warrant activity for the six months ended June 30, 2018:

	Warrants and Options	Weighted-Average Exercise Price Per Share
Outstanding, January 1, 2018	1,481,059	$ 8.97
Granted	214,000	1.50
Exercised	–	–
Forfeited	–	–
Expired	–	–
Outstanding, June 30, 2018	1,695,059	8.02

The following table discloses information regarding outstanding and exercisable warrants at June 30, 2018:

	Outstanding			Exercisable	
Exercise Price	Number of Option/Warrant Shares	Weighted Average Exercise Price	Weighted Average Remaining Life (Years)	Number of Option Shares	Weighted Average Exercise Price
$ 11.00	1,206,059		4.15	1,206,059	
$ 1.50	214,000		9.50	14,000	
$ 0.045	275,000		9.40	44,444	
Total	1,695,059	$ 8.02	5.67	1,264,503	$ 10.51

As of June 30, 2018, the aggregate intrinsic value of warrants and options vested and outstanding was $64,666. The aggregate fair value of the options and warrants measured during the six months ended June 30, 2018 was calculated using the Black-Scholes option pricing model based on the following assumption:

Fair value of common stock on measurement date	$1.50 per share
Risk free interest rate (1)	2.74% to 2.88%
Volatility (2)	93.0% to 106.9%
Dividend yield (3)	0%
Expected term (in years)	5 to 10

(1) The risk-free interest rate was determined by management using the market yield on U.S. Treasury securities with comparable terms as of the measurement date.
(2) The trading volatility was determined by calculating the volatility of the Company's peer group.
(3) The Company does not expect to pay a dividend in the foreseeable future.

On April 10, 2018, the Company engaged Boustead Securities, LLC ("Boustead") to act as exclusive financial advisor related to the Company's NASDAQ Initial Public Offering. Boustead will be compensated a success fee of 7% of the gross amounts disbursed to the Company and warrants equal to 7% of the shares sold with a five-year term and an exercise price equal to the price of the initial public offering. In addition, the Company agreed to reimburse Boustead for expenses. The initial term of the agreement will expire upon the earlier of one year or six months from the final closing of the initial public offering.

Note 6 – Commitments and Contingencies

Employment and Consulting Agreements

On September 1, 2017, the Company entered into an employment agreement with Mr. John Climaco pursuant to which Mr. Climaco agreed to serve as Chief Executive Officer and Director of the Company commencing on such date for an initial term of three years. The agreement provides for an initial annual salary of $150,000. The annual salary shall increase at the completion of the Company's initial public offering to an annual salary of $300,000. Pursuant to the employment agreement, the Company and Mr. Climaco agreed to issue Mr. Climaco 900,000 shares of common stock in exchange for $900, which purchase was finalized on September 30, 2017. The common shares may be reacquired by the Company if employment is terminated prior to the initial public offering. After the completion of the initial public offering a portion of the shares may be reacquired by the Company if employment is terminated prior to the expiration of the agreement.

On July 27, 2017, the Company entered into a consulting agreement with a company owned by Mr. Matthew Lourie pursuant to which Mr. Lourie agreed to serve as Chief Financial Officer of the Company on a part time basis commencing on such date for an initial term of one year, which will be automatically renewed for additional one-year terms unless either party chooses to cancel the agreement with 30 days-notice. The agreement provides for a monthly compensation of $5,000 and a one-time right to purchase 15,000 shares of common stock at $0.001 per share. The purchase of 15,000 shares was finalized in November 2017. The common shares may be reacquired by the Company if the agreement is terminated by Mr. Lourie prior to the initial public offering. After the completion of the initial public offering a portion of the shares may be reacquired by the Company if the agreement is terminated by Mr. Lourie prior to two years after the initial public offering.

WP744 Portfolio (Berubicin)

On November 21, 2017, the Company entered into a Collaboration and Asset Purchase Agreement with Reata Pharmaceuticals, Inc. ("Reata"). Through this agreement, the Company purchased all of Reata's rights, title, interest and previously conducted research and development results in the chemical compound commonly known as Berubicin. In exchange for these rights, the Company agreed to pay Reata an amount equal to 2.25% of the net sales of Berubicin for a period of 10 years from the Company's first commercial sale of Berubicin plus $10,000. Reata also agreed to collaborate with the Company on the development of Berubicin, from time to time.

On December 28, 2017, the Company entered into a Technology Rights and Development Agreement with Houston Pharmaceuticals, Inc. ("HPI"). HPI is owned by the person who controls a majority of our shares. Pursuant to this agreement, the Company obtained a worldwide exclusive license to the chemical compound commonly known as WP744. In exchange for these rights, the Company agreed to pay consideration to HPI as follows: (i) a royalty of 2% of net sales of any product utilizing WP744 for a period of ten years after the first commercial sale of such; and (ii) $100,000 upon beginning Phase II clinical trials; and (iii) $200,000 upon the approval by the FDA of a New Drug Application for any product utilizing WP744; and (iv) a series of quarterly development payments totaling $750,000 beginning immediately after the Company's raise of $7,000,000 of investment capital. In addition, the Company issued 200,000 shares of the Company's common stock valued at $0.045 per share to HPI upon execution of the agreement. Our rights pursuant to the HPI License are contingent on us raising at least $7.0 million within 12 months from the effective date of the HPI License, a date which can be extended by an additional 12 months by the payment of a nominal fee.

Note 7 – Subsequent Events

In July 2018, the Company granted an aggregate of 200,000 options to two directors to purchase the Company's common stock at an exercise price of $1.50 per share. These options expire after 10 years and vest evenly on a monthly basis over three years.

On August 30, 2018, we entered into a sublicense agreement with WPD Pharmaceuticals, Inc. ("WPD"). Pursuant to the agreement, the Company granted WPD an exclusive sublicense, even as to us, for the patent rights we licensed pursuant to the HPI License within the following countries: Poland, Estonia, Latvia, Lithuania, Belarus, Ukraine, Moldova, Romania, Bulgaria, Serbia, Macedonia, Albania, Armenia, Azerbaijan, Georgia, Montenegro, Bosnia, Croatia, Slovenia, Slovakia, Czech Republic, Hungary, Chechnya, Uzbekistan, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Greece, Austria, and Russia. The sublicense agreement provides that WPD must use commercially reasonable development efforts to attempt to develop and commercialize licensed products in the above mentioned territories, which means the expenditure of at least $2.0 million on the development, testing, regulatory approval or commercialization of the licensed products during the three year period immediately following the date of the sublicense agreement. In the event that WPD fails to use commercially reasonable development efforts by the foregoing three-year deadline, we have the right to terminate this sublicense agreement. In consideration for the rights granted under the sublicense agreement, to the extent we are required to make any payments to HPI pursuant to the HPI License as a result of this sublicense agreement, WPD agreed to advance us such payments, and to pay us a royalty equal to 1% of such payments. WPD is a Polish corporation that is majority-owned by an entity controlled by Dr. Priebe, our founder and largest shareholder.

On August 31, 2018, the Company entered into a sublicense agreement with Animal Life Sciences, LLC ("ALI"), pursuant to which we granted ALI an exclusive sublicense, even as to us, for the patent rights we licensed pursuant to the HPI License solely for the treatment of cancer in non-human animals through any type of administration. In consideration for the rights granted under the sublicense agreement, ALI agreed to issue us membership interests in ALI equal to 1.52% of the outstanding ALI membership interests. As additional consideration for the rights granted, to the extent we are required to make any payments to HPI pursuant to the HPI License as a result of this sublicense agreement, ALI agreed to advance us such payments, and to pay us a royalty equal to 1% of such payments. Dr. Priebe holds 38% of the membership interests of ALI.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the board of directors of
CNS Pharmaceuticals, Inc.
Houston, Texas

Opinion on the Financial Statements

We have audited the accompanying balance sheet of CNS Pharmaceuticals, Inc. (the "Company") as of December 31, 2017, the related statements of operations, stockholders' deficit, and cash flows for the period from July 27, 2017 (inception) to December 31, 2017, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017, and the results of its operations and its cash flows for the period from July 27, 2017 (inception) to December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

Other matters

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has suffered losses from operations and has not yet generated any revenues since inception that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ GBH CPAs, PC

We have served as the Company's auditor since 2017.

GBH CPAs, PC
www.gbhcpas.com
Houston, Texas
March 9, 2018

CNS Pharmaceuticals, Inc.
Balance Sheet

	December 31, 2017
Assets	
Current Assets:	
Cash and cash equivalents	$ 110,543
Prepaid expenses	51,651
Total current assets	162,194
Total Assets	$ 162,194
Liabilities and Stockholders' Deficit	
Current Liabilities:	
Accounts payable	$ 42,497
Accounts payable - related party	15,000
Accrued expenses	41,404
Convertible notes payable	86,825
Notes payable	35,000
Total current liabilities	220,726
Total Liabilities	220,726
Commitments and contingencies	
Stockholders' Deficit:	
Common stock, $0.001 par value, 20,000,000 shares authorized and 10,270,667 shares issued and outstanding	10,271
Additional paid-in capital	150,559
Accumulated deficit	(219,362)
Total Stockholders' Deficit	(58,532)
Total Liabilities and Stockholders' Deficit	$ 162,194

See accompanying notes to the financial statements.

CNS Pharmaceuticals, Inc.
Statement of Operations

	Period from July 27, 2017 (Inception) through December 31, 2017
Revenue	$ –
Operating expenses:	
General and administrative	182,467
Research and development	32,638
Total operating expenses	215,105
Loss from operations	(215,105)
Other expense:	
Interest expense	(4,257)
Net loss	$ (219,362)
Loss per share - basic and diluted	$ (0.02)
Weighted average shares outstanding - basic and diluted	9,568,752

See accompanying notes to the financial statements.

CNS Pharmaceuticals, Inc.
Statement of Stockholders' Deficit

	Common Stock		Additional Paid-in	Accumulated	Total Stockholders'
	Shares	Amount	Capital	Deficit	Deficit
Balance (at inception) July 27, 2017	–	$ –	$ –	$ –	$ –
Issuance of founder shares	9,074,000	9,074	–	–	9,074
Common stock issued to officers	930,000	930	40,260	–	41,190
Common stock issued for research and development expense	200,000	200	8,800	–	9,000
Common stock issued for cash	66,667	67	99,933	–	100,000
Stock-based compensation	–	–	590	–	590
Warrants and beneficial conversion feature on convertible notes payable	–	–	976	–	976
Net loss	–	–	–	(219,362)	(219,362)
Balance, December 31, 2017	10,270,667	$ 10,271	$ 150,559	$ (219,362)	$ (58,532)

See accompanying notes to the financial statements.

CNS Pharmaceuticals, Inc.
Statement of Cash Flows

	Period from July 27, 2017 (Inception) through December 31, 2017
Cash Flows from Operating Activities:	
Net loss	$ (219,362)
Adjustments to reconcile net loss to net cash used in operating activities:	
Amortization of debt discount	976
Stock-based compensation	49,939
Common stock issued for research and development expense	9,000
Changes in operating assets and liabilities:	
Prepaid expenses	(51,651)
Accounts payable	42,497
Accounts payable-related party	15,000
Accrued expenses	41,404
Net Cash Used in Operating Activities	(112,197)
Cash Flows from Financing Activities:	
Proceeds from convertible notes payable	86,825
Proceeds from notes payable	35,000
Proceeds from related party advances	85
Payments on related party advances	(85)
Proceeds from sale of common stock	100,000
Proceeds from common stock issued to officers	915
Net Cash Provided by Financing Activities	222,740
Net change in cash and cash equivalents	110,543
Cash and cash equivalents, at beginning of period	–
Cash and cash equivalents, at end of period	$ 110,543
Supplemental disclosures of cash flow information:	
Cash paid for interest	$ –
Cash paid for income taxes	$ –
Supplemental disclosure of non-cash investing and financing activities:	
Warrants and beneficial conversion feature on convertible notes payable	$ 976

See accompanying notes to the financial statements.

Note 1 – Nature of Business

CNS Pharmaceuticals, Inc. is a preclinical pharmaceutical company organized as a Nevada corporation on July 27, 2017 to focus on the development of anti-cancer drug candidates.

Note 2 – Summary of Significant Accounting Policies

The accompanying audited financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for financial information, and in accordance with the rules and regulations of the United States Securities and Exchange Commission (the "SEC"). The Company's fiscal year end will be December 31.

Use of Estimates in Financial Statement Presentation - The preparation of these financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Going Concern - These financial statements have been prepared on a going concern basis, which assumes the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The continuation of the Company as a going concern is dependent upon the ability of the Company to obtain continued financial support from its stockholders, necessary equity financing to continue operations and the attainment of profitable operations. As of December 31, 2017, the Company has incurred an accumulated deficit of $219,362 since inception, and had not yet generated any revenue from operations. Additionally, management anticipates that its cash on hand as of December 31, 2017 plus the additional cash generated from its equity offering subsequent to year-end, discussed further within these notes to the financial statements, is sufficient to fund its planned operations into but not beyond the near term. These factors raise substantial doubt regarding the Company's ability to continue as a going concern. These financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern. The Company may seek additional funding through a combination of equity offerings, debt financings, government or other third-party funding, collaborations, strategic alliances and licensing arrangements and delay planned cash outlays or a combination thereof. Management cannot be certain that such events or a combination thereof can be achieved.

Cash and Cash Equivalents - The Company considers all highly liquid accounts with original maturities of three months or less at the date of acquisition to be cash equivalents. Periodically, the Company may carry cash balances at financial institutions in excess of the federally insured limit of $250,000. The amount in excess of the FDIC insurance at December 31, 2017 was $0.

Property and Equipment - Property and equipment are recorded at cost and depreciated over their estimated useful lives using the straight-line depreciation method as follows:

Leasehold improvement	Shorter of estimated useful lives or the term of the lease
Computer equipment	2 years
Machinery and equipment	5 years
Furniture and office equipment	7 years

Intangible Assets - Intangible assets with finite lives are amortized using the straight-line method over their estimated period of benefit. If an intangible asset is identified as an in-process research & development ("IPR&D") asset, then no amortization will occur until the development is complete. If the associated research and development effort is abandoned, the related assets will be written-off and the Company will record a noncash impairment loss on its statements of operations. For those compounds that reach commercialization, the IPR&D assets will be amortized over their estimated useful lives.

We evaluate the recoverability of intangible assets periodically and take into account events or circumstances that warrant revised estimates of useful lives or that indicate that impairment exists. Intangible assets are tested for impairment on an annual basis, and between annual tests if indicators of potential impairment exist, using a fair-value-based approach.

Beneficial Conversion Feature - From time to time, the Company has issued convertible notes that have conversion prices that create an embedded beneficial conversion feature on the issuance date. A beneficial conversion feature exists on the date a convertible note is issued when the fair value of the underlying common stock to which the note is convertible into is in excess of the remaining unallocated proceeds of the note after first considering the allocation of a portion of the note proceeds to the fair value of any attached equity instruments, if any related equity instruments were granted with the debt. The Company estimated the fair value of its common stock on the dates issued. The intrinsic value of the beneficial conversion feature is recorded as a debt discount with a corresponding amount to additional paid-in capital, if any. The debt discount is amortized to interest expense over the life of the note using the effective interest method.

Income Taxes - The Company uses the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial reporting and the tax bases of reported assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company must then assess the likelihood that the resulting deferred tax assets will be realized. A valuation allowance is provided when it is more likely than not that some portion or all of a deferred tax asset will not be realized.

The Company accounts for uncertain tax positions in accordance with the provisions of Accounting Standards Codification (ASC) 740-10 which prescribes a recognition threshold and measurement attribute for financial statement disclosure of tax positions taken, or expected to be taken, on its tax return. The Company evaluates and records any uncertain tax positions based on the amount that management deems is more likely than not to be sustained upon examination and ultimate settlement with the tax authorities in the tax jurisdictions in which it operates.

Stock-based Compensation - Employee share-based payment compensation is measured at the grant date, based on the fair value of the award, and is recognized as an expense over the requisite service period.

Share-based awards to non-employees are expensed over the period in which the related services are rendered at their fair value.

Loss Per Common Share - Basic loss per common share is computed by dividing net loss available to common shareholders by the weighted-average number of common shares outstanding during the period. Diluted loss per common share is determined using the weighted-average number of common shares outstanding during the period, adjusted for the dilutive effect of common stock equivalents. In periods when losses are reported, the weighted-average number of common shares outstanding excludes common stock equivalents, because their inclusion would be anti-dilutive. As of December 31, 2017, the Company's potentially dilutive shares and options, which were not included in the calculation of net loss per share, included notes convertible to 4,060,942 common shares, warrants to purchase 1,206,059 common shares, and options for 275,000 common shares.

Research and Development Costs - Research and development costs are expensed as incurred.

Subsequent Events - The Company's management reviewed all material events through March 9, 2018 the date these financial statements were available to be issued for subsequent event disclosure consideration.

Recent Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2014-09, Revenue from Contracts with Customers (Topic 606), which will replace numerous requirements in U.S. GAAP, including industry-specific requirements, and provide companies with a single revenue recognition model for recognizing revenue from contracts with customers. The core principle of the new standard is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. In August 2015, the FASB approved a proposal to defer the effective date of the guidance until annual and interim reporting periods beginning after December 15, 2017. The Company is currently evaluating the impact that this standard will have on its financial statements at the time the Company starts to generate revenue or enters into other contractual arrangements, which the Company does not expect in the near term.

In August 2014, the FASB issued ASU 2014-15, Presentation of Financial Statements-Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern. Under the new guidance, management will be required to assess an entity's ability to continue as a going concern, and to provide related footnote disclosures in certain circumstances. The provisions of this ASU are effective for annual periods ending after December 15, 2016, and for annual and interim periods thereafter; early adoption is permitted. This disclosure is effective for these financial statements.

In January 2016, the FASB issued ASU 2016-01, Financial Instruments – Overall: Recognition and Measurement of Financial Assets and Financial Liabilities. ASU 2016-01 affects the accounting for equity investments, financial liabilities under the fair value option and the presentation and disclosure requirements of financial instruments. ASU 2016-01 is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. The Company is currently evaluating the impact that this standard will have on its financial statements.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). Under ASU 2016-02, an entity will be required to recognize right-of-use assets and lease liabilities on its balance sheet and disclose key information about leasing arrangements. ASU 2016-02 offers specific accounting guidance for a lessee, a lessor and sale and leaseback transactions. Lessees and lessors are required to disclose qualitative and quantitative information about leasing arrangements to enable a user of the financial statements to assess the amount, timing and uncertainty of cash flows arising from leases. For public companies, ASU 2016-02 is effective for annual reporting periods beginning after December 15, 2018, including interim periods within that reporting period, and requires a modified retrospective adoption, with early adoption permitted. The Company is currently evaluating the impact that this standard will have on its financial statements.

In March 2016, the FASB issued ASU 2016-09, Compensation-Stock Compensation (Topic 718). The new guidance changes the accounting and simplifies various aspects of the accounting for share-based payments to employees. The guidance allows for a policy election to account for forfeitures as they occur or based on an estimated number of awards that are expected to vest. ASU 2016-09 is effective for annual periods beginning after December 15, 2016, with early adoption permitted. The adoption of this standard did not have a significant impact on the Company's financial statements.

In August 2016, the FASB issued ASU 2016-15, Statement of Cash Flows (Topic 230). This ASU applies to all entities that are required to present a statement of cash flows under Topic 230. The amendments provide guidance on eight specific cash flow issues and includes clarification on how these items should be classified in the statement of cash flows and is designed to help eliminate diversity in practice as to where items are classified in the cash flow statement. Furthermore, in November 2016, the FASB issued additional guidance on this Topic that requires amounts generally described as restricted cash and restricted cash equivalents to be included with cash and cash equivalents when reconciling the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years, with earlier application permitted for all entities. We plan to adopt the provisions of this ASU for our fiscal year beginning January 1, 2018 and are currently evaluating the impact the adoption of this new accounting standard will have on our financial statements.

On November 20, 2015, the FASB issued ASU 2015-17, "Balance Sheet Classification of Deferred Taxes", requiring all deferred tax assets and liabilities, and any related valuation allowance, to be classified as non-current on the balance sheet. The classification change for all deferred taxes as non-current simplifies entities' processes as it eliminates the need to separately identify the net current and net non-current deferred tax asset or liability in each jurisdiction and allocate valuation allowances. The Company elected to adopt the accounting at its inception.

The Company does not believe that any other recently issued effective standards, or standards issued but not yet effective, if adopted, would have a material effect on the accompanying financial statements.

Note 3 –Notes Payable

Convertible Notes Payable

On various dates during 2017, the Company entered into seven unsecured convertible promissory notes and warrants for aggregate proceeds of $86,825. Each note bears interest at 10% per annum and are scheduled to mature on the earlier of one year after issuance or the completion of an initial public offering ("IPO") of the Company's securities. Each debt holder was issued common stock warrants as further discussed in the Equity footnote.

These notes will to be automatically converted according to their terms into shares of the Company's common stock at the applicable conversion price upon the Company's IPO to the extent and provided that no holder of these notes was or will be permitted to convert such notes to the extent that the holder or any of its affiliates would beneficially own in excess of 4.99% of our common stock after such conversion. After the completion of the Company's IPO and until such time as the notes are converted into shares of common stock, the maturity date of the notes will automatically be extended until fully converted, we will not be permitted to repay the notes, and accrued interest relating to the notes will continue to accrue.

The convertible notes were analyzed for a beneficial conversion feature on various issuance dates. A total of $488 was recorded as a beneficial conversion feature. In addition, the Company recorded a debt discount related to the relative fair value of the warrants in the amount of $488.

The table below represents the shares that are convertible on December 31, 2017 relating to the principal amounts of these convertible notes payable and excludes any shares that are convertible relating to the associated accrued interest:

Issuance Date	Principal Balance, December 31, 2017	Conversion Rate	Shares convertible into on December 31, 2017	Warrants issued with convertible notes
August 7, 2017	$ 150	$ 0.001	150,000	44,550
August 7, 2017	75	0.001	75,000	22,275
August 8, 2017	750	0.001	750,000	222,750
August 16, 2017	20,000	0.0138	1,449,275	430,400
August 29, 2017	3,450	0.0138	250,000	74,244
September 6, 2017	26,000	0.045	577,778	171,600
September 7, 2017	36,400	0.045	808,889	240,240
Total	$ 86,825		4,060,942	1,206,059

Notes Payable

During 2017, the Company issued two notes payable for total cash proceeds of $35,000. The notes bear interest at the rate of 10% per year and originally matured on January 31, 2018. Prior to maturity, the notes were extended and now mature on June 30, 2018.

Note 4 – Equity

Common Stock

In July 2017, the Company issued a total of 9,074,000 shares of common stock to a founding group of seven companies and individuals for services valued at $9,074 or par value. In addition, in July 2017 the Company issued 15,000 shares of common stock to its Chief Financial Officer, Matthew Lourie, in exchange for $15. The shares issued to Mr. Lourie are subject to a buyback provision as discussed in Note 6.

On September 30, 2017, the Company issued 900,000 shares of common stock to John Climaco related to his role as Chief Executive Officer. Mr. Climaco paid $900 for his shares on October 19, 2017. The Company determined that the fair value of the shares issued for services was $39,600 in excess of the amount paid and has recorded this value as stock-based compensation. The shares issued to Mr. Climaco are subject to a buyback provision as discussed in Note 6.

On November 8, 2017, the Company issued an additional 15,000 shares of common stock to Matthew Lourie for services. These shares are subject to a buyback provision as discussed in Note 6. An expense of $675 was recorded as compensation.

On December 28, 2017, the Company issued 200,000 shares of common stock to Houston Pharmaceuticals, Inc., an entity controlled by a member of our founding group and majority shareholder. The fair value of the shares, or $9,000, was recorded as an expense related to the acquisition of the license discussed in Note 6.

On December 28, 2017 after the acquisition of the license discussed in Note 6, the Company issued 66,667 shares of common stock for cash proceeds of $100,000.

Stock Options and Warrants

During 2017, the Company issued 1,206,059 common stock warrants all of which were granted in conjunction with the issuance of the convertible notes payable (see Note 3) and had a fair value at the grant date of $491. All warrants have an exercise price of $11.00, an original life of five years and are currently exercisable.

On November 8, 2017, the Company issued non-qualified stock options to members of the board of directors. The options cover 200,000 shares, have an original life of ten years and vest over 36 months. The options had a fair value of $8,294 at grant date. The exercise price per share is $0.045 for these shares.

On December 22, 2017, the Company issued non-qualified stock options to our Chief Medical Officer. The options cover 75,000 shares, have an original life of ten years and vest in four equal installments on each of the succeeding four anniversary dates. The options had fair value of $3,110 at grant date. The exercise price is $0.045 for these shares.

During 2017, the Company recorded $590 stock compensation expense in relation to the common stock options issued to the directors and officer.

The following table summarizes all stock option and warrant activity for the period from July 27, 2017 (inception) to December 31, 2017:

	Warrants and Options	Weighted-Average Exercise Price Per Share
Outstanding, July 27, 2017	–	–
Granted	1,481,059	$ 8.97
Exercised	–	–
Forfeited	–	–
Expired	–	–
Outstanding, December 31, 2017	1,481,059	$ 8.97

The following table discloses information regarding outstanding and exercisable warrants on December 31, 2017:

	Outstanding			Exercisable	
Exercise Prices	Number of Option/Warrant Shares	Weighted Average Exercise Price	Weighted Average Remaining Life (Years)	Number of Option Shares	Weighted Average Exercise Price
$ 11.00	1,206,059		4.64	1,206,059	
$ 0.045	275,000		9.89	11,111	
Total	1,481,059	$ 8.97	5.62	1,217,170	$ 10.90

As of December 31, 2017, the aggregate intrinsic value of warrants and options vested and outstanding was $16,167. The aggregate fair value of these options and warrants was calculated using the Black-Scholes option pricing model based on the following assumption:

Fair value of common stock on measurement date	$0.045 per share
Risk free interest rate (1)	1.63% to 2.48%
Volatility (2)	92% to 108%
Dividend yield (3)	0%
Expected term (in years)	5 – 10

(1) The risk-free interest rate was determined by management using the market yield on U.S. Treasury securities with comparable terms as of the measurement date.
(2) The trading volatility was determined by calculating the volatility of the Company's peer group.
(3) The Company does not expect to pay a dividend in the foreseeable future.

Note 5 – Income Taxes

The Company is subject to United States federal income taxes at an approximate rate of 35%. The reconciliation of the provision for income taxes at the United States federal statutory rate compared to the Company's income tax expense as reported is as follows (rounded to nearest $00):

	From July 27, 2017 (Inception) to December 31, 2017
Income tax benefit computed at the statutory rate	$ 76,800
Non-deductible expenses	(21,000)
Effect of U.S. tax law change (1)	(22,300)
Change in valuation allowance	(33,500)
Provision for income taxes	$ –

(1) On December 22, 2017, the Tax Cuts and Jobs Act was signed into law, which among other changes reduces the federal corporate tax rate to 21%. Our U.S. deferred tax assets as of December 31, 2017 were re-measured from 35% to 21%.

Significant components of the Company's deferred tax assets after applying enacted corporate income tax rates are as follows (rounded to nearest $00):

	As of December 31, 2017
Deferred income tax assets	
Net operating losses	$ 33,500
Valuation allowance	(33,500)
Net deferred income tax assets	$ –

The Company has an operating loss carry forward of approximately $159,000, which expires commencing in 2037.

Note 6 – Commitments and Contingencies

Employment and Consulting Agreements

On September 1, 2017, the Company entered into an employment agreement with Mr. John Climaco pursuant to which Mr. Climaco agreed to serve as Chief Executive Officer and Director of the Company commencing on such date for an initial term of three years. The agreement provides for an initial annual salary of $150,000. The annual salary shall increase at the completion of the Company's initial public offering to an annual salary of $300,000. Pursuant to the employment agreement, the Company and Mr. Climaco agreed to issue Mr. Climaco 900,000 shares of common stock in exchange for $900, which purchase was finalized on September 30, 2017. The common shares may be reacquired by the Company if employment is terminated prior to the initial public offering. After the completion of the initial public offering a portion of the shares may be reacquired by the Company if employment is terminated prior to the expiration of the agreement.

On July 27, 2017, the Company entered into a consulting agreement with a company owned by Mr. Matthew Lourie pursuant to which Mr. Lourie agreed to serve as Chief Financial Officer of the Company on a part time basis commencing on such date for an initial term of one year, which will be automatically renewed for additional one-year terms unless either party chooses to cancel the agreement with 30 days-notice. The agreement provides for a monthly compensation of $5,000 and a one-time right to purchase 15,000 shares of common stock at $0.001 per share. The common shares may be reacquired by the Company if the agreement is terminated by Mr. Lourie prior to the initial public offering. After the completion of the initial public offering a portion of the shares may be reacquired by the Company if the agreement is terminated by Mr. Lourie prior to two years after the initial public offering.

WP744 Portfolio (Berubicin)

On November 21, 2017, the Company entered into a Collaboration and Asset Purchase Agreement with Reata Pharmaceuticals, Inc. ("Reata"). Through this agreement, the Company purchased all of Reata's rights, title, interest and previously conducted research and development results in the chemical compound commonly known as Berubicin. In exchange for these rights, the Company agreed to pay Reata an amount equal to 2.25% of the net sales of Berubicin for a period of 10 years from the Company's first commercial sale of Berubicin plus $10,000. Reata also agreed to collaborate with the Company on the development of Berubicin, from time to time.

On December 28, 2017, the Company entered into an Amended and Restated Patent License Agreement with Houston Pharmaceuticals, Inc. ("HPI"). HPI is owned by the person who controls a majority of our shares. Pursuant to this agreement, the Company obtained a worldwide exclusive license to the chemical compound commonly known as WP744. In exchange for these rights, the Company agreed to pay consideration to HPI as follows: (i) a royalty of 2% of net sales of any product utilizing WP744 for a period of ten years after the first commercial sale of such; and (ii) $100,000 upon beginning Phase II clinical trials; (iii) a $50,000 per year license fee; (iv) $1.0 million upon the approval by the FDA of a New Drug Application for any product utilizing WP744; and (v) a series of quarterly development payments totaling $750,000 beginning immediately after the Company's raise of $7,000,000 of investment capital. In addition, the Company issued 200,000 shares of the Company's common stock at a price of $0.045 to HPI upon execution of the agreement. Our rights pursuant to the HPI License are contingent on us raising at least $7.0 million within 12 months from the effective date of the HPI License, a date which can be extended by an additional 12 months by the payment of a nominal fee.

Note 7 – Subsequent Events

On January 12, 2018, the Company issued 5,000 shares of common stock to a consultant for services.

On February 19, 2018, the Company issued non-qualified stock options to a new member of our Scientific Advisory Committee. The options cover 100,000 shares, have an original life of ten years and vest in four equal installments on each of the succeeding four anniversary dates. The exercise price is $1.50 for these shares.

Subsequent to December 31, 2017, the Company issued 260,337 shares of common stock for cash proceeds of $390,500.

PART III – EXHIBITS

INDEX TO EXHIBITS

Exhibit Number	Description
1.1	Form of Underwriting Agreement **
1.2	Form of Issuer Acknowledgment Regulation A Offering between CNS Pharmaceuticals, Inc., FinTech Clearing, LLC and FinTech Global Markets, Inc.
2.1	Amended and Restated Articles of Incorporation of CNS Pharmaceuticals, Inc. **
2.2	Amended and Restated Bylaws of CNS Pharmaceuticals, Inc. **
3.1	Form of convertible promissory note issued to debt holders **
3.2	Form of warrant issued to convertible debt holders **
3.3	Form of SAFE agreement used in Regulation CF offering **
3.4	Form of Underwriter Warrant **
4	Subscription Agreement for Offering **
6.1	Amended And Restated Patent License Agreement effective as of December 28, 2017 between CNS Pharmaceuticals, Inc. and Houston Pharmaceuticals, Inc. **
6.2	Collaboration and Asset Purchase Agreement between CNS Pharmaceuticals, Inc. and Reata Pharmaceuticals, Inc. dated November 21, 2017 **
6.3	2017 Stock Plan of CNS Pharmaceuticals, Inc. **
6.4	Employment Agreement between CNS Pharmaceuticals, Inc. and John M. Climaco dated September 1, 2017 **
6.5	Consulting Agreement between CNS Pharmaceuticals, Inc. and Fresh Notion Financial Services dated July 27, 2017 **
6.6	Sublicense Agreement between CNS Pharmaceuticals, Inc. and WPD Pharmaceuticals, Inc. dated August 30, 2018 **
6.7	Sublicense Agreement between CNS Pharmaceuticals, Inc. and Animal Life Sciences, LLC. dated August 31, 2018 **
8.1	Form of Offering Deposit Account Agency Agreement with FinTech Clearing, LLC
10	Power of Attorney (included on signature page) **
11.1	Consent of GBH CPAs, PC
11.2	Consent of The Loev Law Firm, PC (included in Exhibit 12) *
12	Opinion of The Loev Law Firm, PC as to legality of the securities being registered *
15	Terms of Use – FlashFunders.com

* To be filed by amendment.
** Previously filed.

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this amendment to the offering statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas on October 12, 2018.

CNS Pharmaceuticals, Inc.

By: /s/ John M. Climaco
John M. Climaco
Director and Chief Executive Officer

This offering statement has been signed below by the following persons in the capacities and on the dates indicated:

SIGNATURE	TITLE	DATE
/s/ John M. Climaco John M. Climaco	Director, President and Chief Executive Officer (principal executive officer)	October 12, 2018
/ s/ Matthew Lourie Matthew Lourie	Chief Financial Officer (principal financial and accounting officer)	October 12, 2018
* Jerzy (George) Gumulka	Director	October 12, 2018
* Jeffry Keyes	Director	October 12, 2018
* Carl Evans	Director	October 12, 2018
* Andrzej Andraczke	Director	October 12, 2018

By: /s/ Matthew Lourie
Matthew Lourie
Attorney-in fact

Exhibit 1.2

ISSUER ACKNOWLEDGEMENT
REGULATION A OFFERING

The undersigned (the "**Issuer**") has engaged FinTech Clearing, LLC ("**Broker Dealer**") and FinTech Global Markets, Inc. ("**Website Administrator**") to provide certain services to the Issuer pursuant to the Terms of Use located at www.flashfunders.com (as amended or supplemented from time to time, the "**Terms of Use**"). All capitalized terms not expressly defined in this Issuer Acknowledgement shall have the respective meanings ascribed to them in the Terms of Use. As a material inducement to Broker Dealer and Website Administrator to provide the Services, the Issuer hereby agrees as follows:

1. **Defined Terms**. As used herein, the following terms have the following meanings:

(a) "**Affiliate**" means any entity controlled by or under common control with the Issuer and any predecessor of the Issuer. For the purposes hereof, "**control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

(b) "**Closing**" means the consummation of an Offering.

(c) "**Commission**" means the Securities and Exchange Commission.

(d) "**Gross Proceeds**" means the total gross process raised by an Issuer in an Offering.

(e) "**Investor**" means any investor or any potential investor in an Offering.

(f) "**Offering**" means an Offering being conducted pursuant to Rule 251(a) of the Securities Act.

(g) "**Offering Statement**" means an offering statement filed with the Commission pursuant to Rule 252 of the Securities Act.

(h) "**Platform**" means the website located at www.flashfunders.com.

(i) "**Securities Act**" means the Securities Act of 1933.

2. **Compensation; Reimbursable Expenses; Payment Terms**.

(a) **Compensation**. Prior to the listing of the Offering on the Platform the Issuer shall pay to Broker Dealer a fee equal to ten thousand dollars ($10,000.00) (the "**Listing Fee**"). Broker Dealer will be compensated in connection with the Offering pursuant to and in accordance with that certain Selected Dealers Agreement by and between Broker Dealer and Boustead Securities, LLC, a copy of which is attached to this Issuer Acknowledgement as Exhibit A. Broker-Dealer may further enter into an Offering Deposit Account Agency Agreement ("Deposit Agreement") with the Issuer in the form attached as Exhibit B to act as the Deposit Account Agent for the Offering and shall be compensated and/or reimbursed pursuant to the terms and conditions therein.

(b) **Reimbursable Expenses**. Broker Dealer shall be entitled to reimbursement for all out-of-pocket third party expenses that it pays or incurs on behalf of the Issuer in connection with any Offering (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall include, without limitation, any state filing fees and payment processing fees.

(c) **Payment Terms**. At each Closing, Broker Dealer shall deliver to the Issuer a summary of the unpaid Reimbursable Expenses as of such Closing. The Issuer acknowledges and agrees that Broker Dealer has the right, but not the obligation, to deduct all such Reimbursable Expenses directly from the funds held in the Escrow Account (the "**Closing Funds**"). Broker Dealer shall invoice the Issuer for all Reimbursable Expenses not deducted from the Closing Funds. The Issuer shall pay all such amounts within ten (10) calendar days after the date of such invoice.

3 . **Representations, Warranties and Covenants**. With respect to any Offering, the Issuer hereby represents, warrants and covenants to Broker Dealer and Website Administrator that:

(a) **Terms of Use**. The Issuer shall at all times comply with the Terms of Use.

(b) **Disclosure**. None of the information filed with the Commission by or on behalf of the Issuer, or any of the information provided to Broker Dealer or Website Administrator (through the Platform or otherwise) by or on behalf of the Issuer, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make such statements not misleading in light of the circumstances under which they were made.

(c) **Reliance**. Broker Dealer and Website Administrator are entitled to rely on all representations and warranties of the Issuer made in any investment documents, included in any Offering materials, or otherwise provided in connection with any Offering.

(d) **Securities Filings**. The Issuer will timely make all securities filings required under applicable federal and applicable state securities laws, and will otherwise abide by all of the rules, regulations and other requirements applicable to issuers of securities under the Securities Act and other applicable laws.

(e) **Own Advisors**. The Issuer has been advised to, and has, consulted with the Issuer's own legal, financial and tax advisors in connection with an Offering. The Issuer is not relying on any statements or representations of Broker Dealer or Website Administrator or their agents, for legal, financial or tax advice with respect to an Offering, use of the Platform or any corporate preparation, clean-up and/or structuring of the Issuer related thereto.

(f) **No Assurances**. The Issuer understands that Broker Dealer can make no assurance that any Offering will be successful or that the Issuer will receive any minimum or target investment in such Offering.

(g) **Termination of Offering**. The Issuer acknowledges and agrees that (i) Broker Dealer has the right, without any liability to the Issuer, to deny the Issuer access to the Platform or terminate any Offering at any time and for any or no reason (including, without limitation, if Broker Dealer determines that the Issuer or such Offering presents the potential for fraud or otherwise raises concerns about Investor protection), and (ii) as between the Issuer (and its stockholders and affiliates) and Broker Dealer, to the fullest extent permitted by law, Broker Dealer has no liability or obligation to conduct any examination or investigation, or to detect, conclude or report to the Issuer any concerns, based upon any information known to or discoverable by Broker Dealer, that the Issuer or such Offering presents the potential for fraud or otherwise raises concerns about Investor protection.

(h) **Notice of Termination of Offering**. The Issuer shall immediately notify Broker Dealer in writing if the Issuer terminates, cancels or is otherwise unable to complete an Offering.

(i) **Use of Platform**. The Issuer acknowledges that the Platform has beendeveloped and is maintained by Website Administrator. WEBSITE ADMINISTRATOR DOES NOT RECOMMEND, SOLICIT TRANSACTIONS IN, RECEIVE COMPENSATION FROM, OR OTHERWISE PARTICIPATE IN SECURITIES OFFERINGS IN ANY MANNER. The Platform serves only as an online interface utilized by the Broker Dealer to display securities offerings. All securities related activities are conducted by Broker Dealer.

(j) **Compliance with Laws**. THE ISSUER HAS READ, CONSULTED WITH ITS OWN LEGAL ADVISOR REGARDING, AND UNDERSTANDS RULES 251 TO 263 OF THE SECURITIES ACT AND REGULATION A. THE ISSUER HAS COMPLIED WITH THE REQUIREMENTS IN RULE 251 TO 263 OF THE SECURITIES ACT.

(k) **No Disqualification Event**. None of the Issuer, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Issuer participating in the Offering, any beneficial owner of 20% or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter connected with the Issuer in any capacity at the time of sale (each, an "**Issuer Covered Person**") is subject to any of the "Bad Actor" disqualifications described in Rule 262(a) (1) to (8) under the Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 262(b) or (c) under the Securities Act. The Issuer has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. Prior to the commencement of an Offering, the Issuer shall cause each Issuer Covered Person to complete, execute and deliver to Broker Dealer a bad actor questionnaire provided by Broker Dealer.

(l) **Eligible Issuer**. The Issuer is organized under the laws of the United States or Canada, or any State, Province, Territory or possession thereof, or the District of Columbia, with its principal place of business in the United States or Canada. The Issuer is not required to file reports pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") immediately before the offering. The Issuer not an investment company registered or required to be registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940. The Issuer is not issuing fractional undivided interests in oil or gas rights, or a similar interest in other mineral rights. The Issuer is not, and has not been, subject to any order of the Commission entered pursuant to Section 12(j) of the Exchange Act within five years before the filing of the Offering Statement. The Issuer has filed with the Commission all reports required to be filed, if any, pursuant to Rule 257 during the two years before the filing of the offering statement (or for such shorter period that the Issuer was required to file such reports). The Issuer is not a development stage company and has a specific business plan. Such business plan does not indicate that the Issuer plans to engage in a merger or acquisition with an unidentified company or companies. A copy of such business plan is, or will be, included in the Offering Statement.

(m) **Offering Statement**. The Issuer has completed and filed with the Commission, or will complete and timely file with the Commission, the Offering Statement in compliance with Rule 252 of the Securities Act. The Commission has qualified the Offering Statement. The Issuer will provide Broker Dealer with a filed copy of the Offering Statement and all amendments thereto. The Issuer acknowledges that the Issuer is solely responsible for the contents of its Offering Statement and is not relying on any statements or representations of Broker Dealer or its agents, for legal or other advice with respect to its Offering Statement or any amendments thereto or other filings with any governmental agency.

(n) **Indemnification**. The Issuer agrees to indemnify, hold harmless and defend the Indemnified Parties at the Issuer's expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses and costs and expenses of investigations (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to (a) the Issuer's breach of any representation, warranty or covenant, or any of its obligations, under this Issuer Acknowledgement or any of the offering documents and/or (b) any violation by the Issuer of any law, rule, order or regulation applicable to an Offering (including, without limitation, the Securities Act).

(o) **Incorporation by Reference**. The Terms of Use (including, without limitation, Sections 18 (Disclaimer of Warranties), 19 (Limitation of Liability; Sole and Exclusive Remedy), 21 (Dispute Resolution and Governing Law) and 22 (Binding Arbitration)) are hereby incorporated into this Issuer Acknowledgement by this reference.

(p) **Conflict**. In the event of any conflict between this Issuer Acknowledgement and the Terms of Use, this Issuer Acknowledgement shall govern.

(q) **Acknowledgment**. To the extent the Terms of Use would conflict with and be prohibited under the federal securities laws and the rules and regulations thereunder, Broker Dealer and Website Administrator agree that such party would not attempt to enforce such terms against any purchaser of securities in the Offering on their respective platforms, as well as transferees of such securities.

[remainder of this page intentionally left blank]

In Witness Whereof, the Issuer has executed this Issuer Acknowledgement as of the day and year set forth below.

ISSUER NAME: **CNS PHARMACEUTICALS, INC.**

By (signature): _____
Name: John M. Climaco
Title: Chief Financial Officer
Date: _____

ACKNOWLEDGED AND ACCEPTED:

FINTECH CLEARING, LLC

By: _____
Name: Keith Moore
Title: Principal and Treasurer
Date: _____

FINTECH GLOBAL MARKETS, INC.

By: _____
Name: Brian Park
Title: President
Date: _____

EXHIBIT A

SELECTED DEALERS AGREEMENT

(See attached)

SELECTED DEALER AGREEMENT

BOUSTEAD SECURITIES, LLC (the "**Underwriter**"), as agent for CNS Pharmaceuticals, Inc., a Nevada corporation (the "**Company**"), is acting, in accordance with that certain underwriting agreement dated October __, 2018 (the "**Underwriting Agreement**"), as best efforts underwriter of a proposed public offering (the "**Offering**") of up to 2,875,000 (each, a "**Share**") of the Company's ordinary shares (the "**Offering Shares**") for an aggregate offering amount of up to $17,250,000 (the "**Maximum Offering**"), pursuant to offering circular filed with the Securities and Exchange Commission ("**SEC**") on Form 1-A, as amended from time to time, and such offering statement was declared effective by the SEC on October __, 2018 (File No. 024-10855). The 1-A includes the Company's prospectus, as amended or supplemented from time to time (the "**Prospectus**"). The Company is offering the Shares to certain subscribers (the "**Subscribers**") for a purchase price of $6.00 per Share. The aggregate subscriptions that must be received before any subscription payments will be released to the Company from the escrow created pursuant to the terms and conditions contained in certain escrow agreement (the "**Escrow Agreement**"), as amended, entered into between the Company and FinTech Clearing, LLC (the "**Deposit Account Agent**") is for $6,000,000 (the "**Minimum Subscription Amount**"), which amount may be changed by the Company by amendment to the Prospectus and written notice to the Deposit Account Agent and Underwriter prior to the date set forth next to the parties' signatures below (the "**Effective Date**"). Once the Minimum Subscription Amount has been deposited into the escrow and a closing has occurred, subscription payments will be released to the Company and commissions will be paid directly to the Underwriter and the Selected Dealer upon written request by the Company and the Underwriter to the Deposit Account Agent.

The Offering will be made on a "best efforts, all or none" basis whereby Shares yielding gross proceeds of not less than the Minimum Subscription Amount will be sold or no shares will be sold. The Underwriter invites your participation as a "selected dealer" in offering the Shares to the public pursuant to the Prospectus, subject to the terms of (a) the Underwriting Agreement with the Company as may be changed from time to time, (b) this Selected Dealer Agreement (this "**Agreement**"), and (c) the Underwriter's instructions which may be forwarded to the selected dealers from time to time. This invitation is made by the Underwriter subject to the eligibility of the Shares for sale to the public only in those states or other jurisdictions (hereinafter referred to as the "states") where such offers or sales may lawfully be made. The terms and conditions of this invitation are as follows:

1. **Acceptance of Orders**. Orders received from the selected dealer will be accepted only at a price, in the amounts and on the terms set forth in the Prospectus. After reaching the Minimum Subscription Amount, the Company may continue to sell Shares up to $30,000,000 on a continuous basis at the offering price set forth on the cover page of the Prospectus. Non-binding written indications of interest are being accepted from potential subscribers and may be used for allocation in the event subscriptions exceeding the Minimum Subscription Amount are received. The Company, may, in its sole discretion, accept or reject any order.

2. **Selling Compensation**. The selected dealer will receive, on all Shares sold by it to subscribers procured directly by the selected dealer, compensation of 5% (five percent) of the total sales price, or $0.30 per Share, based on a $6.00 price per Share.

3. **Selected Dealer Offers and Sales**. The selected dealer shall offer and sell the Shares to its customers preapproved by the Underwriter on a commission-basis only. No Shares may be purchased for the account of the selected dealer or its principals. In all sales of the Shares under this Agreement, the selected dealer shall confirm as agent for a member of the public.

4. **Delivery of Funds**. The selected dealer shall promptly, upon receipt of any and all checks, drafts, and money orders received from prospective purchasers of Shares, transmit same together with a copy of the purchaser-executed subscription agreement or copy of the signature page of such agreement, stating among other things the name of the purchaser, social security/tax identification number, driver's license or alternative state identification number, current address, the amount of the investment, and the number of Shares purchased, and, if there is more than one registered owner, whether the certificate or certificates evidencing the Shares purchased are to be issued to the purchaser in joint tenancy or otherwise to the Underwriter (collectively, the "**Prospective Purchaser Information**"). Such transmittal shall be received by the Underwriter by noon of the next business day following receipt by the selected dealer at the location where internal supervisory review of the subscription documents and checks is being conducted, and thereafter transmitted to the Deposit Account Agent by the Underwriter by noon of the second business day following receipt by the Underwriter. Further, the selected dealer shall deliver a confirmation or a record of each sale which shall set forth the name, address and social security number of each individual purchaser. Each selected dealer shall report, in writing, to the Underwriter the number of persons in each state who purchased the Shares through the selected dealer. Each sale may be rejected by the Underwriter; and if rejected, the Underwriter will return to the selected dealer all funds paid by the purchaser which have been received by the Underwriter. In such event, the selected dealer will return to the purchaser within five (5) business days after actual receipt from the Underwriter the full purchase price paid by the purchaser.

5. **Payment for Sales**. Full payment for the Shares shall accompany all subscription agreements and shall be by wire transfers, check, draft or money order to the Deposit Account with the Deposit Account Agent, Account No. xxxxx (Fintech Clearing, LLC " **Deposit Account**"), pursuant to written instruction from the Underwriter. Subscription agreements and copies of documentation with respect to such payment shall be delivered to the Underwriter at the address set forth in Section 16 below.

6. **Deposit of Sales Proceeds**. All proceeds from the sale of the Shares, without deduction, will be deposited in the Deposit Account. If at least $X,000,000 has not been deposited and cleared by the termination date set forth in the Prospectus, the full amount paid will be refunded to all purchasers within a ten (10) day period from the initial or extended deadline. No certificates evidencing the Shares will be issued unless and until the deposits have been cleared within the time period provided above. All amounts so deposited will be delivered to the Company, except that the Deposit Account Agent may be instructed to pay the underwriting commissions related to the proceeds of the Offering prior to the delivery of such proceeds to the Company. No commissions will be paid by the Company unless and until the deposits have been cleared and such funds have been released and the net proceeds, after deduction for underwriting commissions, are delivered to the Company.

7. **Failure of Order**. If an order is rejected or if a payment is received which proves insufficient, any compensation paid to the selected dealer shall be returned either by the selected dealer in cash or by a charge against the account of the selected dealer, as the Underwriter may elect.

8. **Conditions of Offering**. All sales will be subject to delivery by the Company of certificates evidencing the Shares, or the electronic transfer via DRS and DTC of any Shares purchased, at the discretion of the purchaser.

9. **Selected Dealer's Undertakings.**

(a) No person is authorized to make any representations concerning the Shares except those contained in the Company's then current Prospectus and information in free writing prospectuses filed by the Company with the SEC.

(b) The selected dealer will not offer Shares pursuant to this Agreement unless the Prospectus is furnished to the purchaser at least forty-eight (48) hours prior to the mailing of the confirmation of sale, or is sent to such person under such circumstances that it would be received by the purchaser or the purchaser's representative forty-eight (48) hours prior to the purchaser's receipt of a confirmation of the sale.

(c) The selected dealer agrees not to use any supplemental sales literature of any kind without prior written approval of the Underwriter, unless it is furnished by the Underwriter for such purpose. In offering the Shares, the selected dealer will rely solely on the representations contained in the Company's Prospectus and information in free writing prospectuses filed by the Company with the SEC. Additional copies of the then current Prospectus will be supplied by the Underwriter in reasonable quantities upon request.

(d) The selected dealer agrees that it is bound by the terms of the Escrow Agreement executed by the Company, the Underwriter and the Deposit Account Agent.

(e) The selected dealer agrees that it shall comply with the applicable provisions of SEC Rules 10b-9 and 15c2-4 and the FINRA "Notice to Members" Number 84-7.

10. **FINRA Compliance**.

(a) By accepting this Agreement, the selected dealer represents that it is a broker or dealer (as defined by the Financial Industry Regulatory Authority, Inc., "**FINRA**") actually engaged in the investment banking or securities business and that it is either (a) a member in good standing of FINRA or (ii) a non-U.S. bank, broker, dealer or other institution not required to register for membership with FINRA, not subject to disqualification under Article III, Section 4 of FINRA's Bylaws, and not required to be registered under the Securities Exchange Act of 1934, as amended (a "**non-member non-U.S. dealer**").

(b) The selected dealer further covenants that, in connection with any purchase or sale of the Shares, it will comply, (i) if it is a member of FINRA, with the requirements of FINRA Rules 5110, 5121, 5130, 5131 and 5141 (to the extent any or all such rules are applicable to the Offering), or (ii) if it is a non-member non-U.S. dealer, with the requirements of the following FINRA rules (including any successor rules thereto adopted by FINRA): (y) FINRA Rule 5130 and FINRA Rule 5141 as though it were a member of FINRA, but only to the extent that it is acting, in respect of offers or sales of the Shares as a "conduit" for, or is receiving in connection with such offers and sales any selling commissions, discounts, allowances or other compensation from, or is otherwise being directed with respect to allocations or disposition of the Shares by, a FINRA member; and (z) FINRA Rule 2040(c), as that Rule applies to a non-member broker or dealer in a non-U.S. country. The selected dealer further agrees that it is, and will remain at all relevant times, an appropriately registered or licensed broker or dealer (to the extent required) in its home jurisdiction and in any non-U.S. jurisdiction in which it engages in activities in connection with the Offering. The selected dealer represents and warrants that it is fully familiar with the above FINRA provisions.

(c) The selected dealer further represents and covenants that: (i) neither it, nor any related person has provided or will provide a loan or credit facility to the Company during the 180 day period preceding the filing date through the end of the 90 day period following the effective date of the Offering, (ii) it has not received, and has not received a commitment from the Company with respect to, any form of compensation or other items of value from the Company other than as provided herein; and (iii) by its participation in the Offering, it has provided to the Underwriter all documents and other information required to be filed with respect to it, any related person or any person associated with it or any such related person pursuant to the supplementary requirements of FINRA's interpretation with respect to review of corporate financing as such requirements relate to the Offering.

11. **Selected Dealer's Employees**. By accepting this Agreement, the selected dealer has assumed full responsibility for proper training and instruction of its representatives concerning the selling methods to be used in connection with the offer and sale of the Shares, giving special emphasis to the principles of suitability and full disclosure to prospective investors and the prohibitions against "free-riding and withholding."

12. **Indemnification**. The Company and the Underwriter have agreed to certain indemnities, as more particularly set forth in the Underwriting Agreement.

13. **Selected Dealer's Indemnification**. The selected dealer agrees to indemnify and hold harmless the Company, the Underwriter, each of the Company's officers and directors who signed the offering circular, and each person, if any, who controls the Company and the Underwriter within the meaning of Section 12 of the Securities Act of 1933, as amended (the "**Securities Act**"), against any and all loss, liability, claim, damage and expense (a) with respect to untrue statements or omissions, or alleged untrue statements or omissions made in the offering circular or the prospectus or any amendment or supplement to it in reliance upon and in conformity with written information furnished to the Company by such selected dealer expressly for use in the offering circular (or any amendment to it) or the prospectus (or any amendment or supplement to it) or (b) based upon alleged misrepresentations or omissions to state material facts in connection with statements made by the selected dealer or the selected dealer's salesperson orally or by other means; and the selected dealer will reimburse the Company and the Underwriter for any legal or other expenses reasonably incurred in connection with the investigation of or the defending of any such action or claim.

14. **Required Notices and Claims**. Each indemnified party shall give prompt notice to each indemnifying party of any action commenced against it in respect of which indemnity may be sought under this Agreement, but failure to so notify an indemnifying party shall not relieve it from any liability which it may have otherwise on account of its indemnification obligations in this Agreement. An indemnifying party may participate at its own expense in the defense of such action. If it so elects within a reasonable time after receipt of such notice, an indemnifying party, jointly with any other indemnifying parties receiving such notice, may assume the defense of such action with counsel chosen by it and approved by the indemnified parties' defendant in such action, unless such indemnified parties reasonably object to such assumption on the ground that there may be legal defenses available to them which are different from or in addition to those available to such indemnifying parties, and shall not be liable for any fees and expenses of counsel for the indemnified parties later incurred in connection with such action. In no event shall the indemnifying parties be liable for the fees and expenses of more than one counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances.

15. **Expenses**. No expenses will be charged to selected dealers. A single transfer tax, if any, on the sale of the Shares by the selected dealer to its customers will be paid when such Shares are delivered to the selected dealer for delivery to its customers. However, the selected dealer will pay its proportionate share of any transfer tax or any other tax (other than the single transfer tax described above) if any such tax shall be from time to time assessed against the Underwriter and other selected dealers.

16. **Communications**. All communications to the Underwriter shall be sent to:

Boustead Securities, LLC
6 Venture, Suite 265
Irvine, CA 92618 USA

Attention: Keith Moore, CEO
Fax: +1 815 301 8099

Any notice to the selected dealer shall be properly given if mailed or telephoned to the selected dealer at the address or phone number indicated under the selected dealer's signature below. This Agreement will terminate upon the termination of the Offering, except that either party may terminate this Agreement at any time by giving written notice to the other.

17. **Compliance with Law**. The selected dealer agrees that in selling the Shares it will comply with all applicable rules and regulations, including the applicable provisions of the Securities Act, the Exchange Act, the applicable rules and regulations of the SEC thereunder, the applicable rules and regulations of FINRA, the applicable rules and regulations of any securities exchange or other regulatory or self-regulatory organization having jurisdiction over the Offering and the applicable laws, rules and regulations specified in Section 19 below.

18. **Offering Restrictions**. The selected dealer will not make any offers or sales of the Shares in jurisdictions outside the United States except under circumstances that will result in compliance with (a) applicable laws in each such jurisdiction and (b) the restrictions on offers or sales set forth in this Agreement, any wire or the Prospectus, preliminary prospectus, offering memorandum, offering circular, or preliminary offering memorandum or preliminary offering circular or other similar offering document, as the case may be. It is understood that, except as specified in this Agreement, the Prospectus, offering memorandum, offering circular, or other similar offering document, or applicable wire, no action has been taken by us, the Company or any other party to permit the selected dealer to offer the Shares in any jurisdiction other than the United States where action would be required for such purpose.

19. **Prohibition on Money Laundering**. The operations of the selected dealer's business and its subsidiaries are and, to the selected dealer's knowledge, have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the selected dealer or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to its knowledge, threatened.

20. **Assignment and Termination**. This Agreement may not be assigned by the selected dealer without the Underwriter's prior written consent. This Agreement will terminate upon the termination of the Offering, except that either party may terminate this Agreement at any time by giving written notice to the other.

21. **Governing Law**. This Agreement shall be governed by the laws of the State of California, without reference to its conflict of law principles. The parties agree that the venue for any dispute hereunder, of any nature, shall be the courts of the State of California, located in the County of Orange.

22. **Confidentiality**. The Underwriter agrees that the Prospective Purchaser Information will be kept confidential by them and their representatives, and will not, except as hereinafter provided or as required by applicable law, be disclosed by them or their representatives to any person without the selected dealer's prior written consent, and will not be used by the Underwriter or their representatives other than for the purpose of the Offering.

[SIGNATURE PAGE FOLLOWS]

The parties hereto agree and accept the foregoing terms and conditions effective as of the _____ day of October, 2018.

BOUSTEAD SECURITIES, LLC

By: _____
Daniel J. McClory, Managing Director

By: _____
Keith C. Moore, CEO

Selected Dealer: FINTECH CLEARING, LLC

By: _____
Brian Park, President

Address: 6 Venture, Suite 265

Irvine, CA 92618

EXHIBIT B

OFFERING DEPOSIT ACCOUNT AGENCY AGREEMENT

(See attached)

OFFERING DEPOSIT ACCOUNT AGENCY AGREEMENT

This Offering Deposit Account Agency Agreement (this "**Agreement**") is entered into as of _____, by and between **CNS Pharmaceuticals, Inc**., a Nevada corporation with its principal office located at 2100 West Loop South, Suite 900, Houston, Texas 77027, ("**Issuer**"), **FinTech Global Markets, Inc**., a Delaware corporation with its principal office located at 6 Venture, Suite 265, Irvine, CA 92618 ("**Intermediary**") and **FinTech Clearing, LLC**, a Delaware limited liability company and FINRA registered Broker/Dealer, with its principal office located at 6 Venture, Suite 265, Irvine, CA 92618 (" **Deposit Account Agent**"). Issuer, Intermediary and Deposit Account Agent shall collectively be referred to as "**Parties**".

RECITALS

This Agreement is entered into in reference to the following facts:

A. The Issuer is offering securities of the Issuer, as identified on Schedule A (the "**Securities**") in a public offering described in an offering statement (the "**Offering**") to investors (the "**Subscribers**") pursuant to Regulation A, promulgated under Securities Act of 1933, as amended (the "**33 Act**"), and represents that such offering is compliant with all applicable securities laws, including, without limitation, the 33 Act, and any other governing acts, rules, regulations or amendments promulgated by the Securities and Exchange Commission ("**SEC**").

B. The Intermediary provides Issuers and Subscribers with an online intermediary platform (the "**Platform**") where the Securities are offered for sale by the Issuer.

C. The Issuer desires that the Deposit Account Agent act as agent for transmission or maintenance of payments received from the Subscribers ("**Proceeds**") by the Intermediary until the Offering period has ended and the Offering has Closed (as defined below) or otherwise terminated.

D. The Deposit Account Agent is willing to act in such capacity, subject to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties hereto hereby agree as follows.

ARTICLE 1 – PROCEEDS

1.1 Appointment; Account.

(a) The Issuer and the Intermediary hereby appoint the Deposit Account Agent to act as deposit holder for the Proceeds under the terms of this Agreement. The Deposit Account Agent hereby accepts such appointment, subject to the terms, conditions, and limitations hereof.

(b) Immediately following the Deposit Account Agent's execution of this Agreement and prior to the date of the commencement of the Offering, the Parties shall establish an account record designated by the Deposit Account Agent (the " **Offering Deposit Account**") for the purpose of receiving and holding Subscriber Proceeds. All Subscribers will be instructed to wire funds to Deposit Account Agent in accordance with the instructions in Schedule B. All Parties agree to maintain the Offering Deposit Account and act with respect to the Offering Deposit Account and Proceeds in a manner that is compliant with SEC Rules SEC Rules 10b-9, 15c3-3, and 15c2-4 promulgated under the Securities Exchange Act of 1934, as amended (including SEC and FINRA interpretations of such Rules), and all other applicable laws, rules, and regulations.

1.2 Deposits Held.

(a) The Intermediary and the Issuer shall direct each Subscriber purchasing Securities interests to deliver the Proceeds to the Deposit Account Agent as their subscriptions for the Offering are accepted. The Deposit Account Agent shall deposit and hold all Proceeds in the Offering Deposit Account at all times until such funds are disbursed therefrom in accordance with the terms hereof. As and when such Proceeds are delivered to the Deposit Account Agent, the Intermediary will also deliver to the Deposit Account Agent a completed Report from Intermediary in the form attached hereto as Schedule B, and copies of executed Subscriber subscription agreements for each Subscriber whose funds are included in such Proceeds. Promptly after its receipt thereof, the Deposit Account Agent shall notify the Intermediary that the Deposit Account Agent has received the Proceeds. Upon request from time to time, the Deposit Account Agent shall notify the Intermediary of the amount of the Proceeds then held in the Offering Deposit Account.

(b) Proceeds in the form of ACH or wire transfer are deemed deposited into the Offering Deposit Account when delivered to the Deposit Account Agent (hereinafter "**Cleared Funds**").

(c) The Proceeds shall be disbursed by the Deposit Account Agent from the Offering Deposit Account by wire transfer of funds to the appropriate distributee at the address set forth herein, except for disbursements of Proceeds payable to itself under the terms hereof.

1 . 3 Investment. The Offering Deposit Account shall be a demand deposit account, and no interest shall accrue on the Proceeds deposited therein. The Deposit Account Agent shall not be obligated to earn any earnings or interest on the Proceeds.

ARTICLE 2 – DISBURSEMENT PROCEDURES

2.1 Disbursement of Proceeds. The Deposit Account Agent shall hold and disburse the Proceeds in accordance with the following procedures:

(a) Initial and Subsequent Closings when Minimum Amount Met. If, prior to _____, 2018 (the '**Initial Termination Date**"), the Deposit Account Agent has received Cleared Funds equal to or greater than the Minimum Amount and receives a joint written instruction from the Issuer and the Intermediary confirming a closing of the transaction contemplated in the Offering (a "**Closing**"), the Deposit Account Agent shall, pursuant to such written instruction, pay such Cleared Funds to the Issuer promptly (noon the following business day) upon receipt of such written instruction ("**First Closing**"). Thereafter, with respect to any additional Cleared Funds received after the First Closing or subsequent Closing and held by the Deposit Account Agent prior to the Final Termination Date, the Deposit Account Agent shall, upon receipt of written instruction confirming a Closing and identifying the Subscribers (and corresponding Proceeds) participating in such Closing, pay such Cleared Funds specified in the joint written instruction to the Issuer at one or more subsequent Closings promptly (noon the following business day) upon receipt of such written instruction. If the Deposit Account Agent does not receive a written instruction regarding the disbursement of any Cleared Funds remaining in the Deposit Account fifteen (15) business days after the Final Termination Date, then the Deposit Account Agent will initiate a return payment to return any Cleared Funds after the most recent Closing to each Subscriber according to the amount received and cleared from the Subscriber after the most recent Closing without deduction, penalty, or expense to Subscriber.

(b) No Closing Even though Minimum Amount Met. If no Closing has taken place within fifteen (15) business days of the Initial Termination Date (where the Deposit Account Agent has received Cleared Funds at least equaling the Minimum Amount prior to the Initial Termination Date), the Deposit Account Agent shall return all Cleared Funds to Subscribers according to the amounts and return payment instructions contained in the Offering Report (defined under Schedule B) promptly (noon the following business day) upon expiration of such fifteen (15) business day time period, or if the Issuer and the Intermediary notify the Deposit Account Agent pursuant to a written instruction at any earlier time that no Closing will take place, the Deposit Account Agent shall return all Cleared Funds to Subscribers according to the amounts and return payment instructions contained in the Offering Report promptly (noon the following business day) upon such written notification without deduction, penalty, or expense to Subscriber.

(c) Terminated Listing. If, at any time, the Deposit Account Agent receives a written instruction stating that the Offering has been terminated and the Parties will not proceed with a Closing, the Deposit Account Agent shall return all Cleared Funds to Subscribers according to the amounts and return payment instructions contained in the Offering Report promptly (noon the following business day) upon such written notification without deduction, penalty, or expense to Subscriber.

(d) Minimum Amount Not Met. If, prior to the Initial Termination Date, the Deposit Account Agent has not received Cleared Funds at least equaling the Minimum Amount, the Deposit Account Agent shall return all Proceeds to Subscribers according to the amounts and return payment instructions contained in the Offering Report promptly (noon the following business day) upon Initial Termination Date, without deduction, penalty, or expense to Subscriber.

(e) Rejection of Subscriber. If, at any time, Deposit Account Agent receives a written notice from Intermediary that either (i) the Issuer has determined not to accept any Subscriber's subscription for Securities or (ii) the Intermediary has determined that such Subscriber has not satisfied Intermediary's legal, regulator or other compliance reviews for the Offering, the Deposit Account Agent shall return all Cleared Funds of such Subscriber to such Subscriber according to the amount and return payment instructions contained in the Offering Report promptly (noon the following business day) upon such written notice from Intermediary.

(f) Return of Proceeds to Subscribers. Any return payment to Subscribers initiated by the Deposit Account Agent in accordance with this Section 2.1 shall be payable to the Subscriber using the applicable instructions provided to the Deposit Account Agent in the Offering report in connection with the Subscriber's deposit without deduction, penalty or expense to the Subscriber. If any return payment is returned to the Deposit Account Agent as undeliverable, Deposit Account Agent will immediately notify Intermediary and obtain updated return payment instructions from Intermediary, or (at the election of Intermediary) return such Subscriber's Cleared Funds by check payable to the Subscriber and mailed to an address designated in the Offering report.

(g) Return of Funds Undeliverable. If any amount of Proceeds is returned to Deposit Account Agent as undeliverable following the operation of clauses (a)-(e) of this Section 2.1, Deposit Account Agent, in addition to its other rights herein, may maintain and manage such Proceeds for such period of time as it determines may be necessary or appropriate, including in accordance with applicable state escheatment and unclaimed property laws, as determined by Deposit Account Agent in its reasonable discretion and may take any other action permitted by this Agreement.

(h) Fees and Costs. Issuer agrees to pay all fees and costs associated with the Agreement, including monthly and transactional fees (which shall include incoming and outgoing return payment fees) as set forth on Schedule C. All disbursements of Proceeds in Section 2.1(a) after the applicable sale date (to the Issuer) other than disbursements of Proceeds received from Subscribers who are clients of shall be subject to the fees, costs, expenses and other amounts due to Deposit Account Agent owed by the Issuer and any other indemnified party (as defined below) hereunder.

ARTICLE 3 - GENERAL TRANSMISSION AND MAINTENANCE OF PAYMENTS PROCEDURES

3.1 Accounts and Records. The Deposit Account Agent shall keep accurate books and records of all transactions hereunder. The Intermediary and Deposit Account Agent shall each have reasonable access to one another's books and records concerning the Offering and the Proceeds. Upon final disbursement of the Proceeds, the Deposit Account Agent shall deliver to the Intermediary and the Issuer a complete accounting of all transactions relating to the Proceeds.

3.2 Duties. The Deposit Account Agent's duties hereunder shall be determined solely by the express provisions of this Agreement. The Deposit Account Agent's duties are purely contractual in nature. Nothing in this Agreement shall be construed to give rise to any fiduciary obligations of the Deposit Account Agent with respect to the Subscribers or to the other Parties to this Agreement. Except for a possible reference to the definitions of certain words or terms defined in the Offering Circular, but not defined herein, the Deposit Account Agent is not charged with any duties with respect to the Offering Circular and shall not otherwise be concerned with the terms thereof. The Deposit Account Agent shall not be required to notify or obtain the consent, approval, authorization, or order of court or governmental body to perform its obligations under this Agreement, except as expressly provided herein.

3.3 Disputes.

(a) If there is any disagreement or the presentation of any adverse claim or demand in connection with the disbursement of the Proceeds, the Deposit Account Agent may, at its option, after providing written notice to the Intermediary and Issuer of such disagreement or adverse claim or demand, refuse to comply with any such claims or demands during the continuance of such disagreement and may refrain from delivering any item affected hereby, and in so doing, the Deposit Account Agent shall not become liable to the undersigned or to any other person, due to its failure to comply with such adverse claim or demand. If the Intermediary and/or Issuer does not provide satisfactory assurances to the Deposit Account Agent that it may act in accordance with the other provisions of this Agreement, then the Deposit Account Agent shall be entitled to continue, without liability, to refrain and refuse to act until:

(i) authorized to disburse the Proceeds by an order from a court purporting to have jurisdiction of the Parties and the Proceeds, after which time the Deposit Account Agent shall be entitled to act in conformity with such order; or

(ii) the Deposit Account Agent (A) shall have been notified that all differences shall have been adjusted by agreement, and (B) shall have been directed in writing to take certain actions with respect to the Proceeds subject to the adverse claim or demand, signed jointly or in counterpart by the Intermediary and Issuer and by all persons making adverse claims or demands, at which time the Deposit Account Agent shall be protected in acting in compliance therewith.

(b) At any time prior to the Deposit Account Agent's receipt of a court order or a notice, as provided in clauses (i) or (ii) of Section 3.3(a), the Deposit Account Agent may, but is not required to, file a suit in interpleader and obtain an order from the court requiring the Parties to interplead and litigate in such court adverse claims or demands raised pursuant to this Section 3.3. If such interpleader suit is brought, the Deposit Account Agent shall *ipso facto* be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it in relation to the disputed amount. The Intermediary agrees to reimburse the Deposit Account Agent for all costs, expenses, and reasonable attorney's fees expended or incurred by the Deposit Account Agent in connection with such adverse claim or demand, the amount thereof to be fixed and judgment thereof to be rendered by the court in such lawsuit.

3.4 Liability Limited.

(a) Deposit Account Agent shall have no duties or responsibilities other than the ministerial duties as expressly set forth herein and no other duties and obligations shall be implied (fiduciary or otherwise). Deposit Account Agent shall have no duty to enforce any obligation of any person to make any payment or delivery, or to direct or cause any payment or delivery to be made, or to enforce any obligation of any person to perform any other act. Deposit Account Agent shall be under no liability to the other Parties hereto or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Deposit Account Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Deposit Account Agent pursuant to wiring or transfer instructions provided to the Deposit Account Agent by the Intermediary or Issuer, or set forth in any subscription agreement. Except for instructions given to Deposit Account Agent pursuant to a joint written instruction, Deposit Account Agent shall not be obligated to recognize any agreement between any and all of the persons referred to herein, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof. In the event of any conflict between the terms and provisions of this Agreement and any other agreement, the terms and conditions of this Agreement shall control subject to Section 4.18 hereof.

(b) Deposit Account Agent shall not be liable to the Issuer or the Intermediary or to anyone else for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that Deposit Account Agent's gross negligence or willful misconduct was the primary cause of any loss to the Issuer or the Intermediary. In no event shall Deposit Account Agent be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including lost profits), even if Deposit Account Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The officers, directors, members, partners, trustees, employees, agents, attorneys or other representatives and Affiliates of Deposit Account Agent owe no duty or obligation to any party hereunder and shall have no liability to any person by reason of any error of judgment, for any act done or not done, for any mistake of fact or law, or otherwise. Deposit Account Agent may rely conclusively, and shall be protected in acting, upon any order, notice, instruction (including a joint written instruction (such as a wire transfer instruction)), request, demand, certificate, opinion or advice of counsel (including counsel chosen by Deposit Account Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity (including the authority of the person signing or presenting the same) and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained), which is believed by Deposit Account Agent to be genuine and to be signed or presented by the proper person or persons. Deposit Account Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms thereof, unless evidenced by a written amendment in accordance with Section 4.11 hereto.

(c) Deposit Account Agent shall not be obligated to take any legal or other action or commence any proceeding in connection with the Proceeds, any account in which Proceeds are deposited, this Agreement or any other agreement, or to appear in, prosecute or defend any such legal action or proceeding (whether or not it shall have been furnished with acceptable indemnification and advancement). Deposit Account Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute or question involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. The Intermediary shall promptly pay, upon demand, the reasonable fees, costs and expenses of any such counsel.

(d) Deposit Account Agent shall not be responsible for the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of, any document or property received, held or delivered by it hereunder, or of any signature or endorsement thereon, or for any lack of endorsement thereon, or for any description therein; nor shall Deposit Account Agent be responsible or liable to the other Parties hereto or to anyone else in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any document or property or this Agreement. Deposit Account Agent shall have no responsibility with respect to the use or application of any Proceeds paid by Deposit Account Agent pursuant to the provisions hereof. Deposit Account Agent shall have no duty to solicit any payment which may be due to be paid in Proceeds or to confirm or verify the accuracy or correctness of any amounts delivered in accordance with this Agreement or the calculation of the Minimum Amount or the Maximum Amount in respect to the Proceeds. Deposit Account Agent shall not be liable to the Intermediary, Issuer or to anyone else for any loss, which may be incurred by reason of any investment of any monies, which it holds hereunder.

(e) Deposit Account Agent shall have the right to assume in the absence of written notice to the contrary from the proper person or persons that a fact or an event by reason of which an action would or might be taken by Deposit Account Agent does not exist or has not occurred, without incurring liability to the other Parties hereto or to anyone else for any action taken or omitted, or any action suffered by it to be taken or omitted, in good faith, in reliance upon such assumption.

(f) Deposit Account Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Proceeds, without determination by Deposit Account Agent of such court's jurisdiction in the matter. If any portion of the Proceeds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Deposit Account Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Deposit Account Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

3.5 Reliance on Documents, Etc. The Deposit Account Agent may rely on and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to any provisions of this Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper, or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper Party or Parties. The Intermediary and/or Issuer shall not include the Deposit Account Agent's name in any document unless such document has been approved in writing by the Deposit Account Agent, except with regard to those documents pertaining to and referring to the Deposit Account Agent's functions as Proceeds holder pursuant to this Agreement.

3.6 Indemnification. From and at all times after the date of this Agreement, the Issuer and Intermediary shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Deposit Account Agent and each of its directors, officers, members, partners, trustees, employees, attorneys, agents and affiliates (collectively, the " **Indemnified Parties**") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs, penalties, settlements, judgments and expenses of any kind or nature whatsoever (including costs and expenses and reasonable attorneys' fees) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of, in connection with, or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including the Intermediary and/or the Issuer, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person (whether it is an Indemnified Party or not) under any statute or regulation, including any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein or relating hereto (including tax reporting or withholding or the enforcement of any rights or remedies under or in connection with this Agreement), whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation (without derogation of any other indemnity afforded to Deposit Account Agent); *provided, however*, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees, costs and expenses of such counsel shall be paid, upon demand, by the Intermediary.

3.7 Compensation. The Issuer shall compensate Deposit Account Agent for its services hereunder pursuant to Schedule C. Deposit Account Agent is expressly authorized and directed, but shall not be obligated, to, and may, charge against and disburse to itself (to the extent Rules 15c2-4 under the Securities Exchange Act of 1934, as amended, permits) from the Proceeds for which a Closing has occurred and that are payable to the Issuer pursuant hereto after the applicable Sale Date(s), from time to time, the amount of any compensation and reimbursement which are due and payable hereunder, including any amount to which Deposit Account Agent or any other Indemnified Party is entitled to seek indemnification pursuant to Section 3.6 hereof, or any other amount owing to Deposit Account Agent hereunder. Deposit Account Agent shall notify the Issuer of any disbursement from the Proceeds to itself or any other Indemnified Party in respect of any reimbursement hereunder and shall furnish to the Issuer copies of all related invoices and other statements through electronically submitting such notice on the Platform. Subject to Rule 15c2-4 under the Securities Exchange Act of 1934, as amended, the Issuer hereby grants to Deposit Account Agent and the other Indemnified Parties a security interest in and lien upon the Proceeds for which a Closing has occurred (a) for the payment of any fees, costs, expenses and other amounts due to Deposit Account Agent or any other Indemnified Party hereunder and (b) to secure any and all obligations of the Issuer in this Agreement with the right to offset any amount due any of them under this Agreement against the Proceeds; provided, however, that such lien shall attach only after the Sale Date for the applicable Proceeds. If for any reason funds in the Proceeds are insufficient to cover such amount, the Issuer shall pay, upon demand, such amounts to Deposit Account Agent or any other Indemnified Party upon receipt of copies of related invoices and other statements.

3.8 Filings and Resolution. Concurrently with their execution and delivery of this Agreement, the Issuer shall each deliver to the Deposit Account Agent (a) a copy of its articles of incorporation, certificate of incorporation or similar formation document, (b) corporate resolutions, signed by its corporate secretary, authorizing it to enter this Agreement, and (c) a Certificate of Authority in the form acceptable to the Deposit Account Agent.

3.9 Customer Information. Concurrently with its execution and delivery of this Agreement, the Issuer shall deliver to the Deposit Account Agent such identification as required by law and such authorization documents, all as the Deposit Account Agent may require. Without limiting the generality the foregoing, the Issuer shall deliver to the Deposit Account Agent (a) a copy of its organizational documents (e.g., articles of incorporation, operating agreement, etc.), (b) corporate/partnership resolutions, signed by its an appropriate signatory, authorizing it to enter this Agreement, and (c) a completed Certificate of Authority in the form approved by the Deposit Account Agent, reflecting the names and titles of the persons authorized to sign and deliver any document specified herein on behalf of any party hereto and an original handwritten exemplar of such persons signature.

3.10 Identification Number. The Issuer represents and warrants that (a) its Federal tax identification number ("**TIN**") specified on the signature page of this Agreement underneath its signature is correct and is to be used for 1099 tax reporting purposes, and (b) it is not subject to backup withholding. The Issuer agrees to provide the Deposit Account Agent with the tax identification number for any person or entity to whom interest is paid on any of the Proceeds.

3.11 Term. The term of this Agreement shall commence as of the date and the year first above written and shall end on the first of: (i) if this Minimum Amount has been received prior to the Initial Termination Date, the date when all Securities have been sold or the date that is six months from the Offering being qualified by the SEC; or (ii) the Intermediaries' notification to the Deposit Account Agent of the termination of the Offering pursuant to Section 2.1(c) of this Agreement (the " **Final Termination Date**"); provided, however, that the Deposit Account Agent shall perform all necessary actions pursuant to Sections 2.1(a), (b), (c) or (d) hereof in connection with the Proceeds then being held by the Deposit Account Agent, or (c) the date upon which the Deposit Account Agent confirms that it has received in the Offering Deposit Account in an amount equal to at least the Minimum Amount specified on Schedule A and has received a written instruction confirming a Closing with respect to at least the Minimum Amount.

During the Term, the Parties agree that (a) the Proceeds will be held in an account for the exclusive benefit of Subscribers (as defined under Rule 15c3-3 of the Securities Exchange Act of 1934) until such time the applicable Securities are considered sold as defined by SEC Rules and the Offering documents (the "**Sale Date**") and (b) until such time as a Closing has occurred, the Issuer is not entitled to any funds received and no amounts deposited in the Offering Deposit Account shall become the property of the Issuer or any other entity, or be subject to the debts of the Issuer or any other entity.

3.12 Termination of Agreement; Resignation of Agent. Upon the first to occur of (a) the disbursement of all amounts in the Proceeds in accordance with this Agreement (including Section 2.1(e) and the operation of applicable state escheatment and unclaimed property laws), (b) the resignation of Deposit Account Agent, (c) termination of the Offering either pursuant to Section 2.1(c) or pursuant to a written instruction, Deposit Account Agent shall be released from its obligations hereunder and Deposit Account Agent shall have no further obligation or liability whatsoever with respect to this Agreement or the Proceeds and the Offering Deposit Account shall be closed. In the event of the termination of the Agreement, the Deposit Account Agent shall return all Proceeds to the Subscribers promptly (noon the following business day) upon notice of such termination. The obligations of the Issuer will continue to exist notwithstanding the termination or discharge of Deposit Account Agent's obligations or liabilities hereunder until the obligations of the Issuer have been fully performed.

Deposit Account Agent may resign at any time and be discharged from its duties as Deposit Account Agent hereunder by giving the Issuer and the Intermediary at least thirty (30) days' notice thereof, which may be submitted via email. Upon any such notice of resignation, the Issuer and the Intermediary shall jointly issue to Deposit Account Agent a written instruction authorizing redelivery of the Proceeds to a depository that has been retained as successor to Deposit Account Agent hereunder prior to the effective date of such resignation. As soon as practicable after its resignation, Deposit Account Agent shall turn over to such successor deposit account agent or escrow agent all monies and property held hereunder upon presentation of the document appointing the new deposit account agent or escrow agent and such deposit account agent or escrow agent's acceptance thereof, and after deduction and payment (to the extent Rule 15c2-4 under the Securities Exchange Act of 1934, as amended, permits) to the retiring Deposit Account Agent after the Sale Date with respect to such Proceeds of all fees, costs and expenses (including court costs and expenses and attorneys' fees) or any other amount payable to, incurred by, or expected to be incurred by the retiring Deposit Account Agent in connection with the performance of its duties and the exercise of its rights hereunder. In the event no successor deposit account agent or escrow agent has been appointed by the Issuer on or prior to the date Deposit Account Agent's resignation is to become effective, Deposit Account Agent shall be entitled to tender into the custody of any court of competent jurisdiction all assets then held by it hereunder. Deposit Account Agent shall have no responsibility for the appointment of a successor deposit account agent or escrow agent hereunder.

After Deposit Account Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Deposit Account Agent under this Agreement. Any corporation or other entity into which Deposit Account Agent may be merged or converted or with which it may be merged or consolidated, or any other entity to which all or a majority of all of Deposit Account Agent's business may be transferred by sale of assets or otherwise, shall be Deposit Account Agent under this Agreement without further act or consent of any party hereto.

ARTICLE 4 - GENERAL PROVISIONS

4.1 Representations and Warranties. Each of the Issuer and the Intermediary severally covenants and makes the following representations and warranties to Deposit Account Agent:

(a) It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(b) This Agreement has been duly approved by all necessary action, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms;

(c) The execution, delivery, and performance of this Agreement is in accordance with the agreements related to the Offering and will not violate, conflict with, or cause a default under its articles of incorporation, bylaws, management agreement or other organizational document, as applicable, any applicable law, rule or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including the agreements related to the Offering, to which it is a party or any of its property is subject;

(d) All information herein is true and accurate and the Deposit Account Agent may rely solely on information in this Agreement and any amendments to this Agreement. The Deposit Account Agent shall have no responsibility or obligation to interpret the terms of any document related to the Offering, other than the terms of this Agreement, even if the Deposit Account Agent has received a copy of any such document.

(e) Deposit Account Agent is appointed to act as agent only for the limited purposes set forth in this Agreement; no representation, statement, communication or other suggestion shall be made that Deposit Account Agent has investigated the desirability or advisability of investment in the Securities or has approved, endorsed or passed upon the merits of purchasing the Securities; and the name of Deposit Account Agent has not and shall not be used in any manner in connection with the offering of the Securities other than to state that Deposit Account Agent has agreed to serve as deposit account agent for the limited purposes set forth in this Agreement;

(f) No party other than the Parties hereto has, or shall have, any lien, claim or security interest in the Proceeds or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Proceeds or any part thereof;

(g) It possesses such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct its respective businesses, and it has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit;

(h) It is in compliance with all applicable federal, state, and local laws and regulations, including, but not limited to securities laws, including but not limited to disclosure requirements and rules, regulations and guidance related to contingency offerings; and that Intermediary is in compliance with all anti-money laundering and know-your-customer laws, including the Bank Secrecy Act, the USA PATRIOT Act, and all regulations promulgated thereunder, and economic sanctions implemented by the Office of Foreign Assets Control;

(i) It is not a target of any governmental investigation or enforcement action or order; and

(j) All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of Proceeds.

4.2 Notice. Any notice, request, demand or other communication provided for hereunder to be given shall be in writing and shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by transmission by a telecommunications device, and shall be effective (a) on the day when personally served, including delivery by overnight mail and courier service, (b) on the third business day after its deposit in the United States mail, and (c) on the business day of confirmed transmission by telecommunications device. The addresses of the Parties hereto (until notice of a change thereof is served as provided in this Section 4.2 shall be as follows:

If to the Issuer:	*With a copy to:*
CNS Pharmaceuticals, Inc. 2100 West Loop South, Suite 900 Houston, TX 77027 Attention: John M. Climaco, CEO Email: jclimaco@cnspharma.com Fax: [*]	Schiff Hardin LLP 100 N. 18th Street, Suite 300 Philadelphia, PA 19103 Attention: Cavas Pavri Email: cpavri@schiffhardin.com Fax: 202-778-6460

If to the Intermediary:

FinTech Global Markets, Inc.
Attn: Brian Park
6 Venture, Suite 265
Irvine, CA 92618
Email: brian@fintechclearing.com
Fax: 310-504-3704

With a copy to:

BEVILACQUA PLLC
1050 Connecticut Ave., NW, Suite 500
Washington, DC 20036
Attention: Louis A. Bevilacqua, Esq.
Email: lou@bevilacquapllc.com
Fax: 202-869-0889

If to Deposit Account Agent:

FinTech Clearing, LLC
6 Venture, Suite 265
Irvine, CA 92618
Attention: Keith Moore
Email: keith@boustead1828.com
Fax: 310-504-3704

4.3 Arbitration.

(a) All disputes between the Intermediary or Issuer, on the one hand, the Deposit Account Agent on the other hand, relating to the payment of the Proceeds and/or the Deposit Account Agent's rights, obligations, and liabilities arising from or related to this Agreement shall be resolved by mandatory binding expedited arbitration under the JAMS Comprehensive Arbitration Rules & Procedures in effect as of the date the request for arbitration is filed (the **"Rules**") before a single neutral arbitrator selected in accordance with the Rules. Each of the Parties may initiate such arbitration pursuant to the Rules. The arbitration shall be held in Los Angeles, California (such site being herein referred to as the "**Forum**"). The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award, unless the Parties agree otherwise.

(b) Any court having jurisdiction of the Parties and the subject matter may enforce such a decision. Each of the Parties hereto submits to the non-exclusive personal jurisdiction of the courts of the Forum as an appropriate place for compelling arbitration or giving legal confirmation of any arbitration award, and irrevocably waives any objection which it may now or hereafter have to the venue of any such enforcement proceeding brought in any of said courts and any claim of inconvenient forum. Each of the Parties agrees that service of process for all arbitration proceedings may be made in accordance with the Rules and shall be deemed effective as provided therein.

(c) Any claim or action of any kind (including, but not limited to, any claims for breach of contract), against the Deposit Account Agent arising out of or connected with this Agreement shall be barred and waived unless asserted by the commencement of an arbitration proceeding within 180 days after the accrual of the action or claim. This limitation shall also apply to claims that might otherwise be asserted against as a "set-off," credit, cross-complaint, or defense. This section and the forgoing limitation shall survive termination of this Agreement.

(d) For the avoidance of doubt, the provisions of this Section 4.3 shall not apply to claims brought under the federal securities laws and the rules and regulations thereunder.

4.4 Effect of Agreement. This Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties hereto.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.6 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart by facsimile shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability, of binding effect of this Agreement.

The intentional action in electronically signing this Agreement shall be evidence of consent to be legally bound by this Agreement, including any schedules hereto and notices. The use of an electronic version of this Agreement and any notices fully satisfies any requirement that they be provided to the Parties in writing. Each party is solely responsible for reviewing and understanding all of the terms and conditions of this Agreement. Each party accepts as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement and any schedule hereto. Each party agrees to not contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of the terms and conditions of this Agreement.

4.7 USA Patriot Act Notice. The Deposit Account Agent notifies the Intermediary and Issuer that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "**Patriot Act**") the Deposit Account Agent is required to obtain, verify and record information that identifies the other Parties to this Agreement, which information includes the name and address of those Parties and other information that will allow the Deposit Account Agent to identify them in accordance with the Patriot Act. In particular:

> To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account.
>
> WHAT THIS MEANS FOR YOU: when you open an account, we will ask the name and address of the entity and other information that will allow us to identify the business or organization. We may also ask to see identifying documents.

4.8 No Third Party Beneficiaries. None of the Intermediary, the Issuer and the Deposit Account Agent intends that any rights, duties or restrictions contained herein shall inure to the benefit of any third party.

4.9 Final Agreement. This Agreement is intended by the Deposit Account Agent, the Intermediary and the Issuer to be the final, complete, and exclusive expression of the agreement between them. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the Parties hereto by a duly authorized officer thereof.

4.10 Security Procedures. Deposit Account Agent may rely solely upon any account numbers or similar identifying numbers provided by the Intermediary or Issuer, as appropriate, to identify (a) a beneficiary, (b) a beneficiary's bank, or (c) an intermediary bank. Deposit Account Agent may apply any of the Proceeds for any payment order it executes using any such identifying number, even where its use may result in a person other than a beneficiary being paid, or the transfer of funds to a bank other than a beneficiary's bank or an intermediary bank designated.

4.11 Amendment or Waiver. This Agreement may be changed, waived, discharged or terminated only by a writing executed by the Parties hereto;*provided, however*, that the Deposit Account Agent's signature (agreement) is not required in respect to any change to, waiver of, discharge or termination of any section to which it is not subject. No delay or omission by any party hereto in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

4.12 Severability. To the extent any provision of this Agreement is 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 provision or the remaining provisions of this Agreement.

4.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the holding, investment and disbursement of Proceeds and sets forth in their entirety the obligations and duties of Deposit Account Agent with respect to the Proceeds.

4.14 Dealings. Deposit Account Agent and any stockholder, director, officer or employee of Deposit Account Agent may buy, sell, and deal in any of the securities of the Issuer and become interested in any transaction in which the Issuer may be interested, and contract and lend money to the Issuer and otherwise act as fully and freely as though it were not Deposit Account Agent under this Agreement. Nothing herein shall preclude Deposit Account Agent from acting in any other capacity for the Issuer or for any other entity.

4.15 Currency. The currency applicable to any amount payable or receivable under this Agreement is United States dollars.

4.16 Force Majeure. Notwithstanding anything to the contrary hereunder, Deposit Account Agent shall not be liable for any delay, failure to perform, or other act or non-act resulting from acts beyond its reasonable control, including acts of God, terrorism, shortage of supply, labor difficulties (including strikes), war, civil unrest, fire, floods, electrical outages, equipment or transmission failures, internet interruption, vendor failures (including information technology providers), and other similar causes.

4.17 No Strict Construction. The Parties hereto have participated jointly in the negotiation and draft of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it were drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of authorship of any provision of this Agreement.

4.18 Priority. In the event of any conflict between the provisions of any schedule attached hereto and the remainder of this Agreement, this Agreement shall be construed in a manner prescribed by Deposit Account Agent acting in good faith.

4.19 Headings. The headings in this Agreement are for convenience purposes and shall be ignored for purposes of enforcing this Agreement, do not constitute a part of this Agreement, and may not be used by any party hereto to characterize, interpret, limit or affect otherwise any provision of this Agreement.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed delivered by and through its duly authorized representative as of the date and the year first above written.

CNS PHARMACEUTICALS, INC.

By: _____
Name: John M. Climaco
Title: Chief Financial Officer

FINTECH GLOBAL MARKETS, INC.

By: _____
Name: Brian Park
Title: President

FINTECH CLEARING, LLC

By: _____
Name: Keith Moore
Title: Principal and Treasurer

[Signature Page to the Offering Deposit Account Agency Agreement]

SCHEDULE A

Offering Details

In connection with the Offering, the Issuer is offering Securities for sale as follows:

Securities Offered: Common Stock
Minimum Funding Amount: $6,000,000[1]:
Maximum Funding Amount: $15,000,000[2]

[1] "Minimum Amount" shall mean the Minimum Funding Amount specified on this Schedule A, which corresponds to the minimum aggregate dollar amount of shares of common stock that must be purchased to meet the contingency for a successful Offering. Issuer and Intermediary agree to provide accurate information in Schedule A and understand and agree that Deposit Account Agent solely relies on such information and has no duty or obligation to verify its accuracy.

[2] The underwriter may exercise the over-subscription option on or prior to the Final Termination Date to extend the Offering for an additional 45 days to sell up to an additional 375,000 shares of Securities, for an additional Offering amount of $2.250,000.

SCHEDULE B

Reporting and Funding Instructions

Report from Intermediary

Intermediary shall submit a report ("**Subscriber Report**") to the Deposit Account Agent with the following information for each Subscriber before Subscriber initiates the funding wire:

- Name
- Tax ID
- Address
- Date of birth (if individual)
- If investor is an entity:
    - Authorized signer name
    - Authorized signer position
    - Authorized signer Tax ID
    - Authorized signer address
    - Authorized signer date of birth
- Number of shares/units (if applicable)
- Purchase price
- Purchase date
- Form of payment (e.g., wire or ach)
    - If by wire, wire originating bank
- Return Payment instructions (should a Return Payment be required pursuant to this Agreement)

** If there is a discrepancy between the Subscriber Report and the payment submitted by the Subscriber, the Deposit Account Agent may, in its sole discretion, reject a Subscriber's payment. If there is a material discrepancy in purchase price, the Deposit Account Agent will reject the payment. If there is a non-material discrepancy in purchase price, the Deposit Account Agent may in its sole discretion accept the payment and require that either the Subscriber Report be corrected or the difference in purchase price be submitted. There will be a service fee charged for any discrepancies. **

Wire Instructions to Subscribers

Subscribers shall be instructed to wire fund to the Offering Deposit Account held at Pacific Mercantile Bank in connection with the Offering as follows:

** Federal securities rules require that the exact investment amount is received in the Deposit Account for your investment to be complete. If the amount that arrives in the Deposit Account is less than the investment amount, this could result in the cancellation of the investment and return of funds less wire fees. **

** Each wire must include return payment instructions. The name registered on the bank account in the return payment instructions must match the name on the funding account and investment documents. If not, this could result in the cancellation of the investment and return of funds less wire fees. **

ABA Routing #:	122242869
SWIFT Code:	PMERUS66
Bank Name:	Pacific Mercantile Bank
Bank Address:	949 South Coast Dr. Costa Mesa, CA 92626
Beneficiary Account Name:	FinTech Clearing as Agent for the Investors in CNS Pharmaceuticals, Inc.
Beneficiary Account #:	To be provided
Beneficiary Address:	6 Venture, Suite 265 Irvine, CA 92618
REF:	CNS Pharmaceuticals – [Subscriber Name]

SCHEDULE C

Fee Schedule

Service	**Fee**
Cash Management Fee	25 bps (0.25 %) of Proceeds disbursed to Issuer
CIP/AML check (applied to each subscriber)	$ 2.00
Wire Transfers – Incoming (Domestic or Foreign)	$ 5.00
Wire Transfers – Outgoing (Domestic)	$ 10.00
Wire Transfers – Outgoing (Foreign)	$ 25.00
NACHA Upload per file	$ 5.00
ACH per transaction (incoming or outgoing)	$ 0.50
ACH Exceptions (incoming or outgoing)	$ 2.00
Check Processing (incoming or outgoing)	$ 10.00

Exhibit 8.1

OFFERING DEPOSIT ACCOUNT AGENCY AGREEMENT

This Offering Deposit Account Agency Agreement (this "**Agreement**") is entered into as of _____, by and between **CNS Pharmaceuticals, Inc**., a Nevada corporation with its principal office located at 2100 West Loop South, Suite 900, Houston, Texas 77027, ("**Issuer**"), **FinTech Global Markets, Inc**., a Delaware corporation with its principal office located at 6 Venture, Suite 265, Irvine, CA 92618 ("**Intermediary**") and **FinTech Clearing, LLC**, a Delaware limited liability company and FINRA registered Broker/Dealer, with its principal office located at 6 Venture, Suite 265, Irvine, CA 92618 (" **Deposit Account Agent**"). Issuer, Intermediary and Deposit Account Agent shall collectively be referred to as "**Parties**".

RECITALS

This Agreement is entered into in reference to the following facts:

A. The Issuer is offering securities of the Issuer, as identified on Schedule A (the "**Securities**") in a public offering described in an offering statement (the "**Offering**") to investors (the "**Subscribers**") pursuant to Regulation A, promulgated under Securities Act of 1933, as amended (the "**33 Act**"), and represents that such offering is compliant with all applicable securities laws, including, without limitation, the 33 Act, and any other governing acts, rules, regulations or amendments promulgated by the Securities and Exchange Commission ("**SEC**").

B. The Intermediary provides Issuers and Subscribers with an online intermediary platform (the "**Platform**") where the Securities are offered for sale by the Issuer.

C. The Issuer desires that the Deposit Account Agent act as agent for transmission or maintenance of payments received from the Subscribers ("**Proceeds**") by the Intermediary until the Offering period has ended and the Offering has Closed (as defined below) or otherwise terminated.

D. The Deposit Account Agent is willing to act in such capacity, subject to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties hereto hereby agree as follows.

ARTICLE 1 – PROCEEDS

1.1 Appointment; Account.

(a) The Issuer and the Intermediary hereby appoint the Deposit Account Agent to act as deposit holder for the Proceeds under the terms of this Agreement. The Deposit Account Agent hereby accepts such appointment, subject to the terms, conditions, and limitations hereof.

(b) Immediately following the Deposit Account Agent's execution of this Agreement and prior to the date of the commencement of the Offering, the Parties shall establish an account record designated by the Deposit Account Agent (the " **Offering Deposit Account**") for the purpose of receiving and holding Subscriber Proceeds. All Subscribers will be instructed to wire funds to Deposit Account Agent in accordance with the instructions in Schedule B. All Parties agree to maintain the Offering Deposit Account and act with respect to the Offering Deposit Account and Proceeds in a manner that is compliant with SEC Rules SEC Rules 10b-9, 15c3-3, and 15c2-4 promulgated under the Securities Exchange Act of 1934, as amended (including SEC and FINRA interpretations of such Rules), and all other applicable laws, rules, and regulations.

1.2 Deposits Held.

(a) The Intermediary and the Issuer shall direct each Subscriber purchasing Securities interests to deliver the Proceeds to the Deposit Account Agent as their subscriptions for the Offering are accepted. The Deposit Account Agent shall deposit and hold all Proceeds in the Offering Deposit Account at all times until such funds are disbursed therefrom in accordance with the terms hereof. As and when such Proceeds are delivered to the Deposit Account Agent, the Intermediary will also deliver to the Deposit Account Agent a completed Report from Intermediary in the form attached hereto as Schedule B, and copies of executed Subscriber subscription agreements for each Subscriber whose funds are included in such Proceeds. Promptly after its receipt thereof, the Deposit Account Agent shall notify the Intermediary that the Deposit Account Agent has received the Proceeds. Upon request from time to time, the Deposit Account Agent shall notify the Intermediary of the amount of the Proceeds then held in the Offering Deposit Account.

(b) Proceeds in the form of ACH or wire transfer are deemed deposited into the Offering Deposit Account when delivered to the Deposit Account Agent (hereinafter "**Cleared Funds**").

(c) The Proceeds shall be disbursed by the Deposit Account Agent from the Offering Deposit Account by wire transfer of funds to the appropriate distributee at the address set forth herein, except for disbursements of Proceeds payable to itself under the terms hereof.

1 . 3 Investment. The Offering Deposit Account shall be a demand deposit account, and no interest shall accrue on the Proceeds deposited therein. The Deposit Account Agent shall not be obligated to earn any earnings or interest on the Proceeds.

ARTICLE 2 – DISBURSEMENT PROCEDURES

2.1 Disbursement of Proceeds. The Deposit Account Agent shall hold and disburse the Proceeds in accordance with the following procedures:

(a) Initial and Subsequent Closings when Minimum Amount Met. If, prior to _____, 2018 (the "**Initial Termination Date**"), the Deposit Account Agent has received Cleared Funds equal to or greater than the Minimum Amount and receives a joint written instruction from the Issuer and the Intermediary confirming a closing of the transaction contemplated in the Offering (a "**Closing**"), the Deposit Account Agent shall, pursuant to such written instruction, pay such Cleared Funds to the Issuer promptly (noon the following business day) upon receipt of such written instruction ("**First Closing**"). Thereafter, with respect to any additional Cleared Funds received after the First Closing or subsequent Closing and held by the Deposit Account Agent prior to the Final Termination Date, the Deposit Account Agent shall, upon receipt of written instruction confirming a Closing and identifying the Subscribers (and corresponding Proceeds) participating in such Closing, pay such Cleared Funds specified in the joint written instruction to the Issuer at one or more subsequent Closings promptly (noon the following business day) upon receipt of such written instruction. If the Deposit Account Agent does not receive a written instruction regarding the disbursement of any Cleared Funds remaining in the Deposit Account fifteen (15) business days after the Final Termination Date, then the Deposit Account Agent will initiate a return payment to return any Cleared Funds after the most recent Closing to each Subscriber according to the amount received and cleared from the Subscriber after the most recent Closing without deduction, penalty, or expense to Subscriber.

(b) No Closing Even though Minimum Amount Met. If no Closing has taken place within fifteen (15) business days of the Initial Termination Date (where the Deposit Account Agent has received Cleared Funds at least equaling the Minimum Amount prior to the Initial Termination Date), the Deposit Account Agent shall return all Cleared Funds to Subscribers according to the amounts and return payment instructions contained in the Offering Report (defined under Schedule B) promptly (noon the following business day) upon expiration of such fifteen (15) business day time period, or if the Issuer and the Intermediary notify the Deposit Account Agent pursuant to a written instruction at any earlier time that no Closing will take place, the Deposit Account Agent shall return all Cleared Funds to Subscribers according to the amounts and return payment instructions contained in the Offering Report promptly (noon the following business day) upon such written notification without deduction, penalty, or expense to Subscriber.

(c) Terminated Listing. If, at any time, the Deposit Account Agent receives a written instruction stating that the Offering has been terminated and the Parties will not proceed with a Closing, the Deposit Account Agent shall return all Cleared Funds to Subscribers according to the amounts and return payment instructions contained in the Offering Report promptly (noon the following business day) upon such written notification without deduction, penalty, or expense to Subscriber.

(d) Minimum Amount Not Met. If, prior to the Initial Termination Date, the Deposit Account Agent has not received Cleared Funds at least equaling the Minimum Amount, the Deposit Account Agent shall return all Proceeds to Subscribers according to the amounts and return payment instructions contained in the Offering Report promptly (noon the following business day) upon Initial Termination Date, without deduction, penalty, or expense to Subscriber.

(e) Rejection of Subscriber. If, at any time, Deposit Account Agent receives a written notice from Intermediary that either (i) the Issuer has determined not to accept any Subscriber's subscription for Securities or (ii) the Intermediary has determined that such Subscriber has not satisfied Intermediary's legal, regulator or other compliance reviews for the Offering, the Deposit Account Agent shall return all Cleared Funds of such Subscriber to such Subscriber according to the amount and return payment instructions contained in the Offering Report promptly (noon the following business day) upon such written notice from Intermediary.

(f) Return of Proceeds to Subscribers. Any return payment to Subscribers initiated by the Deposit Account Agent in accordance with this Section 2.1 shall be payable to the Subscriber using the applicable instructions provided to the Deposit Account Agent in the Offering report in connection with the Subscriber's deposit without deduction, penalty or expense to the Subscriber. If any return payment is returned to the Deposit Account Agent as undeliverable, Deposit Account Agent will immediately notify Intermediary and obtain updated return payment instructions from Intermediary, or (at the election of Intermediary) return such Subscriber's Cleared Funds by check payable to the Subscriber and mailed to an address designated in the Offering report.

(g) Return of Funds Undeliverable. If any amount of Proceeds is returned to Deposit Account Agent as undeliverable following the operation of clauses (a)-(e) of this Section 2.1, Deposit Account Agent, in addition to its other rights herein, may maintain and manage such Proceeds for such period of time as it determines may be necessary or appropriate, including in accordance with applicable state escheatment and unclaimed property laws, as determined by Deposit Account Agent in its reasonable discretion and may take any other action permitted by this Agreement.

(h) Fees and Costs. Issuer agrees to pay all fees and costs associated with the Agreement, including monthly and transactional fees (which shall include incoming and outgoing return payment fees) as set forth on Schedule C. All disbursements of Proceeds in Section 2.1(a) after the applicable sale date (to the Issuer) other than disbursements of Proceeds received from Subscribers who are clients of shall be subject to the fees, costs, expenses and other amounts due to Deposit Account Agent owed by the Issuer and any other indemnified party (as defined below) hereunder.

ARTICLE 3 - GENERAL TRANSMISSION AND MAINTENANCE OF PAYMENTS PROCEDURES

3.1 Accounts and Records. The Deposit Account Agent shall keep accurate books and records of all transactions hereunder. The Intermediary and Deposit Account Agent shall each have reasonable access to one another's books and records concerning the Offering and the Proceeds. Upon final disbursement of the Proceeds, the Deposit Account Agent shall deliver to the Intermediary and the Issuer a complete accounting of all transactions relating to the Proceeds.

3.2 Duties. The Deposit Account Agent's duties hereunder shall be determined solely by the express provisions of this Agreement. The Deposit Account Agent's duties are purely contractual in nature. Nothing in this Agreement shall be construed to give rise to any fiduciary obligations of the Deposit Account Agent with respect to the Subscribers or to the other Parties to this Agreement. Except for a possible reference to the definitions of certain words or terms defined in the Offering Circular, but not defined herein, the Deposit Account Agent is not charged with any duties with respect to the Offering Circular and shall not otherwise be concerned with the terms thereof. The Deposit Account Agent shall not be required to notify or obtain the consent, approval, authorization, or order of court or governmental body to perform its obligations under this Agreement, except as expressly provided herein.

3.3 Disputes.

(a) If there is any disagreement or the presentation of any adverse claim or demand in connection with the disbursement of the Proceeds, the Deposit Account Agent may, at its option, after providing written notice to the Intermediary and Issuer of such disagreement or adverse claim or demand, refuse to comply with any such claims or demands during the continuance of such disagreement and may refrain from delivering any item affected hereby, and in so doing, the Deposit Account Agent shall not become liable to the undersigned or to any other person, due to its failure to comply with such adverse claim or demand. If the Intermediary and/or Issuer does not provide satisfactory assurances to the Deposit Account Agent that it may act in accordance with the other provisions of this Agreement, then the Deposit Account Agent shall be entitled to continue, without liability, to refrain and refuse to act until:

(i) authorized to disburse the Proceeds by an order from a court purporting to have jurisdiction of the Parties and the Proceeds, after which time the Deposit Account Agent shall be entitled to act in conformity with such order; or

(ii) the Deposit Account Agent (A) shall have been notified that all differences shall have been adjusted by agreement, and (B) shall have been directed in writing to take certain actions with respect to the Proceeds subject to the adverse claim or demand, signed jointly or in counterpart by the Intermediary and Issuer and by all persons making adverse claims or demands, at which time the Deposit Account Agent shall be protected in acting in compliance therewith.

(b) At any time prior to the Deposit Account Agent's receipt of a court order or a notice, as provided in clauses (i) or (ii) of Section 3.3(a), the Deposit Account Agent may, but is not required to, file a suit in interpleader and obtain an order from the court requiring the Parties to interplead and litigate in such court adverse claims or demands raised pursuant to this Section 3.3. If such interpleader suit is brought, the Deposit Account Agent shall *ipso facto* be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it in relation to the disputed amount. The Intermediary agrees to reimburse the Deposit Account Agent for all costs, expenses, and reasonable attorney's fees expended or incurred by the Deposit Account Agent in connection with such adverse claim or demand, the amount thereof to be fixed and judgment thereof to be rendered by the court in such lawsuit.

3.4 Liability Limited.

(a) Deposit Account Agent shall have no duties or responsibilities other than the ministerial duties as expressly set forth herein and no other duties and obligations shall be implied (fiduciary or otherwise). Deposit Account Agent shall have no duty to enforce any obligation of any person to make any payment or delivery, or to direct or cause any payment or delivery to be made, or to enforce any obligation of any person to perform any other act. Deposit Account Agent shall be under no liability to the other Parties hereto or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Deposit Account Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Deposit Account Agent pursuant to wiring or transfer instructions provided to the Deposit Account Agent by the Intermediary or Issuer, or set forth in any subscription agreement. Except for instructions given to Deposit Account Agent pursuant to a joint written instruction, Deposit Account Agent shall not be obligated to recognize any agreement between any and all of the persons referred to herein, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof. In the event of any conflict between the terms and provisions of this Agreement and any other agreement, the terms and conditions of this Agreement shall control subject to Section 4.18 hereof.

(b) Deposit Account Agent shall not be liable to the Issuer or the Intermediary or to anyone else for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that Deposit Account Agent's gross negligence or willful misconduct was the primary cause of any loss to the Issuer or the Intermediary. In no event shall Deposit Account Agent be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including lost profits), even if Deposit Account Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The officers, directors, members, partners, trustees, employees, agents, attorneys or other representatives and Affiliates of Deposit Account Agent owe no duty or obligation to any party hereunder and shall have no liability to any person by reason of any error of judgment, for any act done or not done, for any mistake of fact or law, or otherwise. Deposit Account Agent may rely conclusively, and shall be protected in acting, upon any order, notice, instruction (including a joint written instruction (such as a wire transfer instruction)), request, demand, certificate, opinion or advice of counsel (including counsel chosen by Deposit Account Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity (including the authority of the person signing or presenting the same) and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained), which is believed by Deposit Account Agent to be genuine and to be signed or presented by the proper person or persons. Deposit Account Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms thereof, unless evidenced by a written amendment in accordance with Section 4.11 hereto.

(c) Deposit Account Agent shall not be obligated to take any legal or other action or commence any proceeding in connection with the Proceeds, any account in which Proceeds are deposited, this Agreement or any other agreement, or to appear in, prosecute or defend any such legal action or proceeding (whether or not it shall have been furnished with acceptable indemnification and advancement). Deposit Account Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute or question involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. The Intermediary shall promptly pay, upon demand, the reasonable fees, costs and expenses of any such counsel.

(d) Deposit Account Agent shall not be responsible for the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of, any document or property received, held or delivered by it hereunder, or of any signature or endorsement thereon, or for any lack of endorsement thereon, or for any description therein; nor shall Deposit Account Agent be responsible or liable to the other Parties hereto or to anyone else in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any document or property or this Agreement. Deposit Account Agent shall have no responsibility with respect to the use or application of any Proceeds paid by Deposit Account Agent pursuant to the provisions hereof. Deposit Account Agent shall have no duty to solicit any payment which may be due to be paid in Proceeds or to confirm or verify the accuracy or correctness of any amounts delivered in accordance with this Agreement or the calculation of the Minimum Amount or the Maximum Amount in respect to the Proceeds. Deposit Account Agent shall not be liable to the Intermediary, Issuer or to anyone else for any loss, which may be incurred by reason of any investment of any monies, which it holds hereunder.

(e) Deposit Account Agent shall have the right to assume in the absence of written notice to the contrary from the proper person or persons that a fact or an event by reason of which an action would or might be taken by Deposit Account Agent does not exist or has not occurred, without incurring liability to the other Parties hereto or to anyone else for any action taken or omitted, or any action suffered by it to be taken or omitted, in good faith, in reliance upon such assumption.

(f) Deposit Account Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Proceeds, without determination by Deposit Account Agent of such court's jurisdiction in the matter. If any portion of the Proceeds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Deposit Account Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Deposit Account Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

3.5 Reliance on Documents, Etc. The Deposit Account Agent may rely on and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to any provisions of this Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper, or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper Party or Parties. The Intermediary and/or Issuer shall not include the Deposit Account Agent's name in any document unless such document has been approved in writing by the Deposit Account Agent, except with regard to those documents pertaining to and referring to the Deposit Account Agent's functions as Proceeds holder pursuant to this Agreement.

3.6 Indemnification. From and at all times after the date of this Agreement, the Issuer and Intermediary shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Deposit Account Agent and each of its directors, officers, members, partners, trustees, employees, attorneys, agents and affiliates (collectively, the " **Indemnified Parties**") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs, penalties, settlements, judgments and expenses of any kind or nature whatsoever (including costs and expenses and reasonable attorneys' fees) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of, in connection with, or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including the Intermediary and/or the Issuer, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person (whether it is an Indemnified Party or not) under any statute or regulation, including any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein or relating hereto (including tax reporting or withholding or the enforcement of any rights or remedies under or in connection with this Agreement), whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation (without derogation of any other indemnity afforded to Deposit Account Agent); *provided, however*, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees, costs and expenses of such counsel shall be paid, upon demand, by the Intermediary.

3.7 Compensation. The Issuer shall compensate Deposit Account Agent for its services hereunder pursuant to Schedule C. Deposit Account Agent is expressly authorized and directed, but shall not be obligated, to, and may, charge against and disburse to itself (to the extent Rules 15c2-4 under the Securities Exchange Act of 1934, as amended, permits) from the Proceeds for which a Closing has occurred and that are payable to the Issuer pursuant hereto after the applicable Sale Date(s), from time to time, the amount of any compensation and reimbursement which are due and payable hereunder, including any amount to which Deposit Account Agent or any other Indemnified Party is entitled to seek indemnification pursuant to Section 3.6 hereof, or any other amount owing to Deposit Account Agent hereunder. Deposit Account Agent shall notify the Issuer of any disbursement from the Proceeds to itself or any other Indemnified Party in respect of any reimbursement hereunder and shall furnish to the Issuer copies of all related invoices and other statements through electronically submitting such notice on the Platform. Subject to Rule 15c2-4 under the Securities Exchange Act of 1934, as amended, the Issuer hereby grants to Deposit Account Agent and the other Indemnified Parties a security interest in and lien upon the Proceeds for which a Closing has occurred (a) for the payment of any fees, costs, expenses and other amounts due to Deposit Account Agent or any other Indemnified Party hereunder and (b) to secure any and all obligations of the Issuer in this Agreement with the right to offset any amount due any of them under this Agreement against the Proceeds; provided, however, that such lien shall attach only after the Sale Date for the applicable Proceeds. If for any reason funds in the Proceeds are insufficient to cover such amount, the Issuer shall pay, upon demand, such amounts to Deposit Account Agent or any other Indemnified Party upon receipt of copies of related invoices and other statements.

3.8 Filings and Resolution. Concurrently with their execution and delivery of this Agreement, the Issuer shall each deliver to the Deposit Account Agent (a) a copy of its articles of incorporation, certificate of incorporation or similar formation document, (b) corporate resolutions, signed by its corporate secretary, authorizing it to enter this Agreement, and (c) a Certificate of Authority in the form acceptable to the Deposit Account Agent.

3.9 Customer Information. Concurrently with its execution and delivery of this Agreement, the Issuer shall deliver to the Deposit Account Agent such identification as required by law and such authorization documents, all as the Deposit Account Agent may require. Without limiting the generality the foregoing, the Issuer shall deliver to the Deposit Account Agent (a) a copy of its organizational documents (e.g., articles of incorporation, operating agreement, etc.), (b) corporate/partnership resolutions, signed by its an appropriate signatory, authorizing it to enter this Agreement, and (c) a completed Certificate of Authority in the form approved by the Deposit Account Agent, reflecting the names and titles of the persons authorized to sign and deliver any document specified herein on behalf of any party hereto and an original handwritten exemplar of such persons signature.

3.10 Identification Number. The Issuer represents and warrants that (a) its Federal tax identification number ("**TIN**") specified on the signature page of this Agreement underneath its signature is correct and is to be used for 1099 tax reporting purposes, and (b) it is not subject to backup withholding. The Issuer agrees to provide the Deposit Account Agent with the tax identification number for any person or entity to whom interest is paid on any of the Proceeds.

3.11 Term. The term of this Agreement shall commence as of the date and the year first above written and shall end on the first of: (i) if this Minimum Amount has been received prior to the Initial Termination Date, the date when all Securities have been sold or the date that is six months from the Offering being qualified by the SEC; or (ii) the Intermediaries' notification to the Deposit Account Agent of the termination of the Offering pursuant to Section 2.1(c) of this Agreement (the " **Final Termination Date**"); provided, however, that the Deposit Account Agent shall perform all necessary actions pursuant to Sections 2.1(a), (b), (c) or (d) hereof in connection with the Proceeds then being held by the Deposit Account Agent, or (c) the date upon which the Deposit Account Agent confirms that it has received in the Offering Deposit Account in an amount equal to at least the Minimum Amount specified on Schedule A and has received a written instruction confirming a Closing with respect to at least the Minimum Amount.

During the Term, the Parties agree that (a) the Proceeds will be held in an account for the exclusive benefit of Subscribers (as defined under Rule 15c3-3 of the Securities Exchange Act of 1934) until such time the applicable Securities are considered sold as defined by SEC Rules and the Offering documents (the "**Sale Date**") and (b) until such time as a Closing has occurred, the Issuer is not entitled to any funds received and no amounts deposited in the Offering Deposit Account shall become the property of the Issuer or any other entity, or be subject to the debts of the Issuer or any other entity.

3.12 Termination of Agreement; Resignation of Agent. Upon the first to occur of (a) the disbursement of all amounts in the Proceeds in accordance with this Agreement (including Section 2.1(e) and the operation of applicable state escheatment and unclaimed property laws), (b) the resignation of Deposit Account Agent, (c) termination of the Offering either pursuant to Section 2.1(c) or pursuant to a written instruction, Deposit Account Agent shall be released from its obligations hereunder and Deposit Account Agent shall have no further obligation or liability whatsoever with respect to this Agreement or the Proceeds and the Offering Deposit Account shall be closed. In the event of the termination of the Agreement, the Deposit Account Agent shall return all Proceeds to the Subscribers promptly (noon the following business day) upon notice of such termination. The obligations of the Issuer will continue to exist notwithstanding the termination or discharge of Deposit Account Agent's obligations or liabilities hereunder until the obligations of the Issuer have been fully performed.

Deposit Account Agent may resign at any time and be discharged from its duties as Deposit Account Agent hereunder by giving the Issuer and the Intermediary at least thirty (30) days' notice thereof, which may be submitted via email. Upon any such notice of resignation, the Issuer and the Intermediary shall jointly issue to Deposit Account Agent a written instruction authorizing redelivery of the Proceeds to a depository that has been retained as successor to Deposit Account Agent hereunder prior to the effective date of such resignation. As soon as practicable after its resignation, Deposit Account Agent shall turn over to such successor deposit account agent or escrow agent all monies and property held hereunder upon presentation of the document appointing the new deposit account agent or escrow agent and such deposit account agent or escrow agent's acceptance thereof, and after deduction and payment (to the extent Rule 15c2-4 under the Securities Exchange Act of 1934, as amended, permits) to the retiring Deposit Account Agent after the Sale Date with respect to such Proceeds of all fees, costs and expenses (including court costs and expenses and attorneys' fees) or any other amount payable to, incurred by, or expected to be incurred by the retiring Deposit Account Agent in connection with the performance of its duties and the exercise of its rights hereunder. In the event no successor deposit account agent or escrow agent has been appointed by the Issuer on or prior to the date Deposit Account Agent's resignation is to become effective, Deposit Account Agent shall be entitled to tender into the custody of any court of competent jurisdiction all assets then held by it hereunder. Deposit Account Agent shall have no responsibility for the appointment of a successor deposit account agent or escrow agent hereunder.

After Deposit Account Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Deposit Account Agent under this Agreement. Any corporation or other entity into which Deposit Account Agent may be merged or converted or with which it may be merged or consolidated, or any other entity to which all or a majority of all of Deposit Account Agent's business may be transferred by sale of assets or otherwise, shall be Deposit Account Agent under this Agreement without further act or consent of any party hereto.

ARTICLE 4 - GENERAL PROVISIONS

4.1 Representations and Warranties. Each of the Issuer and the Intermediary severally covenants and makes the following representations and warranties to Deposit Account Agent:

(a) It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(b) This Agreement has been duly approved by all necessary action, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms;

(c) The execution, delivery, and performance of this Agreement is in accordance with the agreements related to the Offering and will not violate, conflict with, or cause a default under its articles of incorporation, bylaws, management agreement or other organizational document, as applicable, any applicable law, rule or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including the agreements related to the Offering, to which it is a party or any of its property is subject;

(d) All information herein is true and accurate and the Deposit Account Agent may rely solely on information in this Agreement and any amendments to this Agreement. The Deposit Account Agent shall have no responsibility or obligation to interpret the terms of any document related to the Offering, other than the terms of this Agreement, even if the Deposit Account Agent has received a copy of any such document.

(e) Deposit Account Agent is appointed to act as agent only for the limited purposes set forth in this Agreement; no representation, statement, communication or other suggestion shall be made that Deposit Account Agent has investigated the desirability or advisability of investment in the Securities or has approved, endorsed or passed upon the merits of purchasing the Securities; and the name of Deposit Account Agent has not and shall not be used in any manner in connection with the offering of the Securities other than to state that Deposit Account Agent has agreed to serve as deposit account agent for the limited purposes set forth in this Agreement;

(f) No party other than the Parties hereto has, or shall have, any lien, claim or security interest in the Proceeds or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Proceeds or any part thereof;

(g) It possesses such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct its respective businesses, and it has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit;

(h) It is in compliance with all applicable federal, state, and local laws and regulations, including, but not limited to securities laws, including but not limited to disclosure requirements and rules, regulations and guidance related to contingency offerings; and that Intermediary is in compliance with all anti-money laundering and know-your-customer laws, including the Bank Secrecy Act, the USA PATRIOT Act, and all regulations promulgated thereunder, and economic sanctions implemented by the Office of Foreign Assets Control;

(i) It is not a target of any governmental investigation or enforcement action or order; and

(j) All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of Proceeds.

4.2 Notice. Any notice, request, demand or other communication provided for hereunder to be given shall be in writing and shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by transmission by a telecommunications device, and shall be effective (a) on the day when personally served, including delivery by overnight mail and courier service, (b) on the third business day after its deposit in the United States mail, and (c) on the business day of confirmed transmission by telecommunications device. The addresses of the Parties hereto (until notice of a change thereof is served as provided in this Section 4.2 shall be as follows:

If to the Issuer:	*With a copy to:*
CNS Pharmaceuticals, Inc. 2100 West Loop South, Suite 900 Houston, TX 77027 Attention: John M. Climaco, CEO Email: jclimaco@cnspharma.com Fax: [*]	Schiff Hardin LLP 100 N. 18th Street, Suite 300 Philadelphia, PA 19103 Attention: Cavas Pavri Email: cpavri@schiffhardin.com Fax: 202-778-6460

If to the Intermediary:

FinTech Global Markets, Inc.
Attn: Brian Park
6 Venture, Suite 265
Irvine, CA 92618
Email: brian@fintechclearing.com
Fax: 310-504-3704

With a copy to:

BEVILACQUA PLLC
1050 Connecticut Ave., NW, Suite 500
Washington, DC 20036
Attention: Louis A. Bevilacqua, Esq.
Email: lou@bevilacquapllc.com
Fax: 202-869-0889

If to Deposit Account Agent:

FinTech Clearing, LLC
6 Venture, Suite 265
Irvine, CA 92618
Attention: Keith Moore
Email: keith@boustead1828.com
Fax: 310-504-3704

4.3 Arbitration.

(a) All disputes between the Intermediary or Issuer, on the one hand, the Deposit Account Agent on the other hand, relating to the payment of the Proceeds and/or the Deposit Account Agent's rights, obligations, and liabilities arising from or related to this Agreement shall be resolved by mandatory binding expedited arbitration under the JAMS Comprehensive Arbitration Rules & Procedures in effect as of the date the request for arbitration is filed (the **"Rules**") before a single neutral arbitrator selected in accordance with the Rules. Each of the Parties may initiate such arbitration pursuant to the Rules. The arbitration shall be held in Los Angeles, California (such site being herein referred to as the "**Forum**"). The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award, unless the Parties agree otherwise.

(b) Any court having jurisdiction of the Parties and the subject matter may enforce such a decision. Each of the Parties hereto submits to the non-exclusive personal jurisdiction of the courts of the Forum as an appropriate place for compelling arbitration or giving legal confirmation of any arbitration award, and irrevocably waives any objection which it may now or hereafter have to the venue of any such enforcement proceeding brought in any of said courts and any claim of inconvenient forum. Each of the Parties agrees that service of process for all arbitration proceedings may be made in accordance with the Rules and shall be deemed effective as provided therein.

(c) Any claim or action of any kind (including, but not limited to, any claims for breach of contract), against the Deposit Account Agent arising out of or connected with this Agreement shall be barred and waived unless asserted by the commencement of an arbitration proceeding within 180 days after the accrual of the action or claim. This limitation shall also apply to claims that might otherwise be asserted against as a "set-off," credit, cross-complaint, or defense. This section and the forgoing limitation shall survive termination of this Agreement.

(d) For the avoidance of doubt, the provisions of this Section 4.3 shall not apply to claims brought under the federal securities laws and the rules and regulations thereunder.

4.4 Effect of Agreement. This Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties hereto.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.6 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart by facsimile shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability, of binding effect of this Agreement.

The intentional action in electronically signing this Agreement shall be evidence of consent to be legally bound by this Agreement, including any schedules hereto and notices. The use of an electronic version of this Agreement and any notices fully satisfies any requirement that they be provided to the Parties in writing. Each party is solely responsible for reviewing and understanding all of the terms and conditions of this Agreement. Each party accepts as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement and any schedule hereto. Each party agrees to not contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of the terms and conditions of this Agreement.

4.7 USA Patriot Act Notice. The Deposit Account Agent notifies the Intermediary and Issuer that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "**Patriot Act**") the Deposit Account Agent is required to obtain, verify and record information that identifies the other Parties to this Agreement, which information includes the name and address of those Parties and other information that will allow the Deposit Account Agent to identify them in accordance with the Patriot Act. In particular:

> To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account.
>
> WHAT THIS MEANS FOR YOU: when you open an account, we will ask the name and address of the entity and other information that will allow us to identify the business or organization. We may also ask to see identifying documents.

4.8 No Third Party Beneficiaries. None of the Intermediary, the Issuer and the Deposit Account Agent intends that any rights, duties or restrictions contained herein shall inure to the benefit of any third party.

4.9 Final Agreement. This Agreement is intended by the Deposit Account Agent, the Intermediary and the Issuer to be the final, complete, and exclusive expression of the agreement between them. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the Parties hereto by a duly authorized officer thereof.

4.10 Security Procedures. Deposit Account Agent may rely solely upon any account numbers or similar identifying numbers provided by the Intermediary or Issuer, as appropriate, to identify (a) a beneficiary, (b) a beneficiary's bank, or (c) an intermediary bank. Deposit Account Agent may apply any of the Proceeds for any payment order it executes using any such identifying number, even where its use may result in a person other than a beneficiary being paid, or the transfer of funds to a bank other than a beneficiary's bank or an intermediary bank designated.

4.11 Amendment or Waiver. This Agreement may be changed, waived, discharged or terminated only by a writing executed by the Parties hereto;*provided, however*, that the Deposit Account Agent's signature (agreement) is not required in respect to any change to, waiver of, discharge or termination of any section to which it is not subject. No delay or omission by any party hereto in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

4.12 Severability. To the extent any provision of this Agreement is 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 provision or the remaining provisions of this Agreement.

4.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the holding, investment and disbursement of Proceeds and sets forth in their entirety the obligations and duties of Deposit Account Agent with respect to the Proceeds.

4.14 Dealings. Deposit Account Agent and any stockholder, director, officer or employee of Deposit Account Agent may buy, sell, and deal in any of the securities of the Issuer and become interested in any transaction in which the Issuer may be interested, and contract and lend money to the Issuer and otherwise act as fully and freely as though it were not Deposit Account Agent under this Agreement. Nothing herein shall preclude Deposit Account Agent from acting in any other capacity for the Issuer or for any other entity.

4.15 Currency. The currency applicable to any amount payable or receivable under this Agreement is United States dollars.

4.16 Force Majeure. Notwithstanding anything to the contrary hereunder, Deposit Account Agent shall not be liable for any delay, failure to perform, or other act or non-act resulting from acts beyond its reasonable control, including acts of God, terrorism, shortage of supply, labor difficulties (including strikes), war, civil unrest, fire, floods, electrical outages, equipment or transmission failures, internet interruption, vendor failures (including information technology providers), and other similar causes.

4.17 No Strict Construction. The Parties hereto have participated jointly in the negotiation and draft of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it were drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of authorship of any provision of this Agreement.

4.18 Priority. In the event of any conflict between the provisions of any schedule attached hereto and the remainder of this Agreement, this Agreement shall be construed in a manner prescribed by Deposit Account Agent acting in good faith.

4.19 Headings. The headings in this Agreement are for convenience purposes and shall be ignored for purposes of enforcing this Agreement, do not constitute a part of this Agreement, and may not be used by any party hereto to characterize, interpret, limit or affect otherwise any provision of this Agreement.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed delivered by and through its duly authorized representative as of the date and the year first above written.

CNS PHARMACEUTICALS, INC.

By: _____
Name: John M. Climaco
Title: Chief Financial Officer

FINTECH GLOBAL MARKETS, INC.

By: _____
Name: Brian Park
Title: President

FINTECH CLEARING, LLC

By: _____
Name: Keith Moore
Title: Principal and Treasurer

[Signature Page to the Offering Deposit Account Agency Agreement]

SCHEDULE A

Offering Details

In connection with the Offering, the Issuer is offering Securities for sale as follows:

Securities Offered: Common Stock
Minimum Funding Amount: $6,000,000[1]:
Maximum Funding Amount: $15,000,000[2]

[1] "Minimum Amount" shall mean the Minimum Funding Amount specified on this Schedule A, which corresponds to the minimum aggregate dollar amount of shares of common stock that must be purchased to meet the contingency for a successful Offering. Issuer and Intermediary agree to provide accurate information in Schedule A and understand and agree that Deposit Account Agent solely relies on such information and has no duty or obligation to verify its accuracy.

[2] The underwriter may exercise the over-subscription option on or prior to the Final Termination Date to extend the Offering for an additional 45 days to sell up to an additional 375,000 shares of Securities, for an additional Offering amount of $2.250,000.

SCHEDULE B

Reporting and Funding Instructions

Report from Intermediary

Intermediary shall submit a report ("**Subscriber Report**") to the Deposit Account Agent with the following information for each Subscriber before Subscriber initiates the funding wire:

- Name
- Tax ID
- Address
- Date of birth (if individual)
- If investor is an entity:
    - Authorized signer name
    - Authorized signer position
    - Authorized signer Tax ID
    - Authorized signer address
    - Authorized signer date of birth
- Number of shares/units (if applicable)
- Purchase price
- Purchase date
- Form of payment (e.g., wire or ach)
    - If by wire, wire originating bank
- Return Payment instructions (should a Return Payment be required pursuant to this Agreement)

** If there is a discrepancy between the Subscriber Report and the payment submitted by the Subscriber, the Deposit Account Agent may, in its sole discretion, reject a Subscriber's payment. If there is a material discrepancy in purchase price, the Deposit Account Agent will reject the payment. If there is a non-material discrepancy in purchase price, the Deposit Account Agent may in its sole discretion accept the payment and require that either the Subscriber Report be corrected or the difference in purchase price be submitted. There will be a service fee charged for any discrepancies. **

Wire Instructions to Subscribers

Subscribers shall be instructed to wire fund to the Offering Deposit Account held at Pacific Mercantile Bank in connection with the Offering as follows:

** Federal securities rules require that the exact investment amount is received in the Deposit Account for your investment to be complete. If the amount that arrives in the Deposit Account is less than the investment amount, this could result in the cancellation of the investment and return of funds less wire fees. **

** Each wire must include return payment instructions. The name registered on the bank account in the return payment instructions must match the name on the funding account and investment documents. If not, this could result in the cancellation of the investment and return of funds less wire fees. **

ABA Routing #:	122242869
SWIFT Code:	PMERUS66
Bank Name:	Pacific Mercantile Bank
Bank Address:	949 South Coast Dr. Costa Mesa, CA 92626
Beneficiary Account Name:	FinTech Clearing as Agent for the Investors in CNS Pharmaceuticals, Inc.
Beneficiary Account #:	To be provided
Beneficiary Address:	6 Venture, Suite 265 Irvine, CA 92618
REF:	CNS Pharmaceuticals – [Subscriber Name]

SCHEDULE C

Fee Schedule

Service	**Fee**
Cash Management Fee	25 bps (0.25 %) of Proceeds disbursed to Issuer
CIP/AML check (applied to each subscriber)	$ 2.00
Wire Transfers – Incoming (Domestic or Foreign)	$ 5.00
Wire Transfers – Outgoing (Domestic)	$ 10.00
Wire Transfers – Outgoing (Foreign)	$ 25.00
NACHA Upload per file	$ 5.00
ACH per transaction (incoming or outgoing)	$ 0.50
ACH Exceptions (incoming or outgoing)	$ 2.00
Check Processing (incoming or outgoing)	$ 10.00

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Exhibit 11.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the inclusion in this Offering Statement on Form 1-A (Amendment No. 2) of our report dated March 9, 2018 relating to the financial statements of CNS Pharmaceuticals, Inc. as of December 31, 2017 and for the period from July 27, 2017 (inception) to December 31, 2017. We also consent to the reference to our firm under the heading "Experts" appearing therein.

/s/ GBH CPAs, PC

GBH CPAs, PC
www.gbhcpas.com
Houston, Texas

October 12, 2018

Exhibit 15.1

PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING CONTRACT.

SECTIONS 22(A) AND SECTION 22(B) OF THESE TERMS OF USE CONTAIN BINDING ARBITRATION CLAUSES AND CLASS ACTION WAIVERS. IF YOU LIVE IN THE UNITED STATES, THESE SECTIONS MAY AFFECT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES THAT YOU MAY HAVE WITH US. PLEASE READ THEM CAREFULLY.

Welcome to www.flashfunders.com

"FlashFunders" is a trade name encompassing the activities of FinTech Clearing, LLC ("FinTech"), FlashFunders Funding Portal LLC ("FFFP"), FlashFunders Shareholder Services LLC ("FFSS") and Initiate Advisors LLC ("Initiate"), all of which are wholly owned subsidiaries of FinTech Global Markets, Inc. The following table presents the affiliation between these entities and the role of each within the FlashFunders organization.

FinTech Global Markets, Inc.

- FinTech Global Markets, Inc. is the sole direct parent company of the FlashFunders trade name subsidiaries.
- FinTech Global Markets, Inc. develops and maintains the www.flashfunders.com website.
- FinTech Global Markets, Inc. does not participate in any capacity in any securities transaction or securities activity.
- FinTech Global Markets, Inc. does not receive any compensation related to securities transactions or activities.
- FinTech Global Markets, Inc. is not registered with nor regulated by any securities agency including the SEC or FINRA.

	FinTech Clearing LLC ("FinTech)	**FlashFunders Funding Portal LLC ("FFFP")**	**FlashFunders Shareholder Services LLC ("FFSS")**	**Initiate Advisors LLC ("Initiate")**
Affiliation to FinTech Global Markets, Inc.	Wholly-owned subsidiary	Wholly-owned subsidiary	Wholly-owned subsidiary	Wholly-owned subsidiary
Regulatory Status	SEC registered and FINRA member Broker-Dealer	SEC registered and FINRA member Funding Portal	SEC registered transfer agent.	SEC exempt Investment Advisor. California notice filer.
SIPC Member?	Yes – FinTech is a broker-dealer member of SIPC	No – FFFP is not a member of SIPC	No – FFSS is not a member of SIPC	No – Initiate is not a member of SIPC
Securities Transactions Offered	Private Placement of Securities pursuant to Regulation D, Regulation S and Regulation A as amended.	Private Placement of Securities pursuant to Regulation Crowdfunding (Section 4(a)(6) of the Securities Act of 1933, as amended).	No securities transactions offered. Provides transfer agent and shareholder services to issuers and holders of securities.	No securities transactions offered. Provides investment advisory services to private investment funds.
Investor Limitations	Securities may be purchased by Accredited Investors **only** (see Section 5 below).	Securities purchased are subject to investor net worth and income limitations. See	No securities are offered by nor may be purchased through FFSS.	No securities are offered by nor may be purchased through Initiate.
Securities Transaction Compensation	FinTech may receive compensation from securities transactions placed by investors with FinTech.	FFFP may receive compensation from securities transactions placed by investors with FFFP.	FFSS earns no compensation related to securities transactions with investors.	Initiate earns no compensation related to securities transactions with investors.

This site (the "**Site**") is an equity funding platform delivering an efficient way for entrepreneurs to raise equity capital on behalf of their company (an "**Issuer**") through a network of investors ("**Investors**"). Any Issuer can create an Offering (defined below). Investors, Issuers, founders and anyone else that browses the Site or creates an Account (defined below) is a User ("**User**").

If you elect to participate in a securities transaction, such transaction will be conducted through the appropriate registered securities entity – either FinTech Clearing or FlashFunders Funding Portal, depending on the regulatory classification of the securities transaction.

By browsing or using the Site, you agree to the terms of use set forth below (the "**Agreement").** This Agreement is between you and FinTech Global Markets, Inc. (FinTech Global Markets, Inc. collectively with its subsidiaries and affiliates referred to as **FlashFunders**", "**we**", or "**us**"), and it governs your access to and use of the Site and other services, including offering pages and standardized documents (collectively, the "**Service**").

FlashFunders may amend this Agreement at any time by posting the amended terms of use on the Site, and you agree that you will be bound by any changes to this Agreement. For your convenience, the date of last revision is included at the top of these Terms of Use.

FlashFunders may make changes to the Service at any time. If at any point you do not agree to any portion of the then-current version of this Agreement, you must immediately stop using the Service. You understand that FlashFunders may discontinue or restrict your use of the Service for any reason or no reason with or without notice. If you do not agree to any part of the Agreement, immediately delete your Account, and discontinue your use of the Service.

1. Privacy Policy

By using the Service, you represent that you have read and consent to our Privacy Policy, which is incorporated into this Agreement by this reference. FlashFunders may revise the Privacy Policy at any time, and the new versions will be available at the above link. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using the Service.

2. Accounts

The Service is available for use only by authorized end users in accordance with this Agreement. FlashFunders may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time.

The Service is available only to people who are at least 18 years old and at least the legal age in their jurisdiction. You represent and warrant that you are at least 18 years old and of legal age in your jurisdiction to form a binding contract. If registering an Issuer Account, you further represent and warrant that you are a duly authorized representative of the Issuer having the full power and authority to register such Account for and behalf of the Issuer. FlashFunders reserves the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided.

You may view some Content (defined below) on the Site without signing in, but as a condition of using certain aspects of the Service, you will be required to register an account with FlashFunders (an "**Account**") and select a password (a "**Password**"). You represent that you will provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your Account. FlashFunders reserves the right in its sole discretion to refuse Account registration to anyone for any reason.

You are fully responsible for the use and protection of your Password and for all transactions undertaken through your Account. You shall notify FlashFunders immediately at legal@flashfunders.com of any unauthorized use of your Account or any breach of security, including without limitation, any loss, theft or unauthorized use of your Password. FlashFunders has the right to suspend or terminate your Account due to a suspected breach of security or as otherwise provided under this Agreement. FlashFunders shall not be responsible for any losses incurred in connection with any misuse of any Password or Account. You accept full responsibility for any unauthorized use of your Account, including unauthorized use by minors. If your contact information changes, you agree that you will promptly update the Account information to reflect those changes.

FlashFunders may share your Account information (i) in connection with any merger, sale of assets or other change of control of FlashFunders, or (ii) (a) if necessary to satisfy any applicable law, regulation, legal process, such as a court order or subpoena, or a request by law enforcement, governmental authorities, or FINRA or other regulatory authorities, (b) as appropriate to enforce this Agreement, (c) if necessary to detect, prevent, or otherwise address fraud, security or technical issues associated with this Agreement or the Service, or (d) if appropriate to protect the rights, property or safety of FlashFunders, its employees, or other users of the Service.

You agree that you shall not create an Account or access the Service through an Account if you (i) have previously been removed by FlashFunders, (ii) have been banned from using the Service, (iii) are located in a country embargoed by the United States, or (iv) are on the U.S. Treasury Department's list of Specially Designated Nationals.

You acknowledge and agree that if you or we delete your Account, we may retain any and all of your Account information as we deem necessary and appropriate to comply with our data retention policies and with applicable law.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires FlashFunders to obtain, verify, and record information that identifies Users who open an Account.

What this means for you as a User: When you create an Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

3. User Rules

As a condition of use, you promise not to use the Service for any purpose that is prohibited by this Agreement. You are responsible for all activity on your Account. You agree that you and anyone using your Account will not, in connection with your use of the Service:

- Violate any applicable law, regulation, or contract;
- Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity);
- Harm FlashFunders in any way, by any means;
- Collect or resell data containing other Users' profile or personal information or any other information on FlashFunders;
- Harass other Users or anyone else in any way;
- Misrepresent yourself in any way;
- Make any false, misleading, or inaccurate statements;
- Use language or other Content that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane, unlawful, or invasive of another's privacy;
- Take any action that imposes or may impose (as determined by FlashFunders in its sole discretion) an unreasonable or disproportionately large load on FlashFunders' or its third-party providers' infrastructure;
- Commit any actions considered to be unethical;
- Abuse the Service;
- Share or transfer your right to access the Service through your Account;
- Use FlashFunders' communication services to solicit members to quit using FlashFunders;
- Impersonate any person or entity, including any employee or representative of FlashFunders;
- Bypass any measures of FlashFunders to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service);
- Run Maillist, Listserv, or any form of auto-responder or "spam" on the Site, including, without limitation, posting "spam", "junk mail", or any other unsolicited advertising or communications;
- Use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; or
- License or create derivative works from, any information, content, or Services obtained from FlashFunders.

4. Violations of Agreement

(a) In the event that you violate this Agreement, FlashFunders shall have the right to take any disciplinary measures as it sees fit, including, without limitation, the following actions:

(i) Sending you an e-mail warning;
(ii) Editing or deleting any comment or post made by you;
(iii) Temporarily suspending your Account;
(iv) Terminating your Account;
(v) Permanently banning you from all Accounts and future accounts, including permanently banning you from accessing the Service. In the event that a User is banned or their Account is terminated for violating the Agreement, no compensation will be given for their loss of access to the Service;
(vi) Deleting or terminating an Offering; or
(vii) Initiating legal, enforcement or other proceedings to seek your compliance with this Agreement and to recover any available damages (subject to Section 22 and other applicable provisions of this Agreement).

(b) FlashFunders may, with or without notice to you, disclose your Internet Protocol (IP) address(es), personal information, and information about you and your activities in response to a request by law enforcement, FINRA , a court order, or other legal or regulatory process. The following are examples of the type of violations of this Agreement that may result in the notification of proper legal authorities by a representative of FlashFunders:

(i) Threat of physical harm or safety to oneself or any other person made through the Site or any websites that are owned, operated, licensed or controlled by FlashFunders;
(ii) Offering or solicitation of material that might be deemed illegal, indecent or obscene, including, but not limited to, child pornography, illegal drugs and pirated software;
(iii) Harassment of another end user and/or any FlashFunders employee or contractor;
(iv) Suspected securities laws violations, “scams” or fraudulent activities; or
(v) Any other violation by you of this Agreement.

(c) In accordance with the Digital Millennium Copyright Act, FlashFunders has adopted a policy of, in appropriate circumstances, terminating Accounts that are repeat infringers of the intellectual property rights of others. FlashFunders also may terminate Accounts even based on a single infringement.

5. Accredited Investors

Users may register an Account as an accredited investor for the purpose of making an investment in an issuance offered pursuant to Regulation D, promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”) through FinTech Clearing, LLC. Any User registering their Account as an accredited investor represents and warrants (both at the time of registration and by making any investment through the Service) that they are accredited investors within the meaning of Rule 501 of Regulation D promulgated under the Securities Act. Accredited investors within the meaning of Rule 501 of Regulation D, include, without limitation, persons that:

1. Have a net worth of at least $1 million, excluding the value of the User’s primary residence less total liabilities secured by such primary residence not in excess of the value of the User's primary residence;
2. Have an income of at least $200,000 in each year of the last two years (or $300,000 together with the User’s spouse, if married), and have the expectation to earn the same amount in the current year; or
3. Are an entity in which all of the equity owners are accredited investors as defined by the Securities Act.

FinTech Clearing, LLC will take steps to verify the accredited investor status of any User registering an Account as an accredited investor as a condition to making an investment in an Issuer using the Service. In the FinTech Clearing, LLC verification process, Users will be required to provide any and all documentation that FinTech Clearing, LLC may request to verify the User's status as an accredited investor under the securities laws, including, but not limited to, accredited investor and other suitability questionnaires, "know your client" background documentation, social security or taxpayer identification numbers, W-2s, tax returns or other tax forms or statements, brokerage statements, credit reports, letters from the User's certified public account, legal counsel, or a registered broker-dealer. You agree that you will make available to FinTech Clearing, LLC any and all information requested in its verification process (in its discretion) in order to allow it to verify your identity, source of funds and accredited investor status. Additionally, you hereby expressly authorize FinTech Clearing, LLC (directly or through its third party vendors) to conduct background and other checks necessary in connection with its verification process and to our use of all information provided for such purposes.

Notwithstanding the foregoing, FinTech Clearing, LLC may, in its discretion, determine to verify the ability of investors to participate in an Offering by means other than accredited investor status provided that such verification satisfies applicable securities laws. This may include, for example, permitting non-U.S. investors to participate in an Offering based on compliance with Regulation S under the Securities Act.

Once verified, an accredited investor may be required to re-verify or update their status as an accredited investor under the securities laws in connection with each investment on the Site or otherwise.

Users registering an Account as an accredited investor will not be permitted to participate in any Offering unless they have completed the verification process to the full satisfaction of FinTech Clearing, LLC. Setting up an Offering Deposit Account (as defined below) or other account to receive and/or hold funds in connection with the Service may require the submission of similar or additional information and documentation. If you do not agree with the FinTech Clearing, LLC verification process or its request for information, you should not use the Site or Service.

6. Offerings

"**Offerings**" are created on the Site by Issuers in order to market, disseminate information for, and conduct an equity financing. In connection with each Offering, Issuers will be required to provide to FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC any and all documentation that such appropriately registered entity may request to verify the Issuer and their individual Offering, including, but not limited to, bad actor and other suitability questionnaires, Issuer information (such as state of incorporation, date of incorporation, business address, and officer and other employee information), and equity financing information (such as the nature and terms of the proposed financing Offering, and the minimum and maximum amounts proposed to be raised). Issuers hereby expressly authorize FinTech Clearing, LLC and FlashFunders Funding Portal, LLC (at its discretion, and directly or through its third party vendors) to conduct background and other checks necessary in connection with its verification process, in each case, on any or all of their respective directors, general partners, managing members, executive officers, promoters or other representatives participating in the Offering, or anyone else who owns 20% or more of the Issuer. Each Issuer represents, warrants, acknowledges and agrees that it has obtained written consents from each of the foregoing individuals to grant the foregoing authorization and accordingly, it has the authority to grant the same, and it will indemnify and hold FinTech Global Markets, Inc., FinTech Clearing, LLC and FlashFunders Funding Portal, LLC harmless from any and all claims arising from the Issuer's foregoing authorization and/or any background or other check conducted by FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC. If requested, the Issuer will cause each and every one of the foregoing individuals to participate in any background or other check conducted, and will cause each and every one of the foregoing individuals to provide such information and such additional consents as FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC may reasonably request from time to time. All Users acknowledge and agree that any background checks conducted by or on behalf of FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC are conducted solely for purpose of complying will applicable securities laws and related regulations, and no representation is made to Investors or other Users regarding the accuracy or completeness of any such background checks or investigations.

In order to maintain a valid Issuer Account and maintain a valid Offering on the site, Issuers acknowledge and agree to the following:

- Issuers must be available to answer prospective purchasers' questions;
- Issuers must make all filings required by the Securities Act;
- Issuers must make any required state regulatory filings;
- Issuers must have policies in place to protect the confidential information of potential investors and otherwise comply with all the applicable privacy rules and regulations;
- Issuers must provide potential investors with all material facts and other information relevant to the company and the proposed investment, including, but not limited to, describing the Issuer's business operations, the members of its management team, financial statements, and risk factors, and must not omit material information;
- Issuers must conduct the Offering only on the Site and/or webpages directing potential investors to the Site, must not conduct the Offering on any other funding or similar website or platform at any time during which the Offering is ongoing on the Site, and must not conduct any other securities offering at any time during which the Offering is ongoing on the Site;
- Issuer must not conduct any offering of their equity securities other than an Offering closed on the Site at any time within 6 months following the last sale of securities in the Offering, unless the Issuer delivers to FlashFunders a legal opinion of counsel reasonably acceptable to FlashFunders stating that such other offering will not result in the Offering on the Site failing to qualify for the exemption from registration under the Securities Act.
- Issuers represent and warrant that none of their respective directors, general partners, managing members, executive officers, promoters or other representatives participating in the offering, or anyone else who owns 20% of the Issuer are "bad actors" as defined by Securities and Exchange Commission Rule 506(d) of Regulation D or Rule 503(a) promulgated under Section 4(a)(6) of the Securities Act;
- In Offerings conducted pursuant to Regulation D, Issuers may sell their equity securities in such Offering only to accredited investors within the meaning of Securities and Exchange Commission Rule 501 of Regulation D (except as otherwise approved by FlashFunders, in its sole discretion);
- Issuers my abide by and conduct Offerings in accordance the Securities and Exchange Commission Rule 10b-9 and other laws, rules and regulations application to contingency offerings; and
- Issuers must otherwise abide by all of the rules, regulations and other requirements applicable to issuers of securities under the Securities Act and other applicable laws, as well as all of the rules and requirements of the Site and Service.

FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC have the right, without any liability to Users, to terminate any Offering if either determines, in its sole and absolute discretion, that (a) the Issuer or its representatives has breached any provisions of this Agreement, (b) any aspect of the Offering or related activities is in breach of this Agreement or may violate any applicable law, rule or regulation, or (c) the continuation of the Offering has or could reasonably be expected to damage the reputation, name or business of FlashFunders or its representatives or third party service providers.

7. Committing Funds to an Offering

Investors may be required to establish a bank account through the Service, or otherwise submit personal identification and banking information (the "**Offering Investment Account**"), in order to facilitate the transfer of funds from the Investor's financial account to the Offering Deposit Account (defined below). The Offering Deposit Account is provided by a third party banking institution or other authorized person, is FDIC insured, and bears no interest. Additional documentation may be required to open the Offering Deposit Account, including, without limitation, certain "know your client" information and account forms, as further described on the Site. The Offering Deposit Account is used to transfer money between the User's financial account and the Offering Deposit Account.

As an Investor, at the time that you commit to invest in an Offering through the Service, you must be prepared to wire, ACH or otherwise deposit the amount that you propose to invest (the "**Committed Funds**") into the corresponding Offering Deposit Account (as defined below). Users agree that the Committed Funds will be transferred into an Offering Deposit Account held by a third party provider or by FinTech Clearing, LLC ("**Offering Deposit Account**"). You agree that, in certain Offerings, Committed Funds cannot be rescinded or refunded from an Offering Deposit Account unless an Offering is terminated by the Issuer or by FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC, or fails to achieve its Goal (as defined below), or the subscription is not accepted. Additional terms and conditions may apply to the Offering Deposit Account, as further described on the Site.

If the Issuer raises enough capital through Committed Funds to reach its minimum investment goal ("**Goal**") prior to the end of the Offering period, Users agree that the Committed Funds may be transferred from the Offering Deposit Account to the Issuer's bank account. If, however, the Goal is not met by the Issuer prior to the end of the Offering period, or an Offering is terminated prior to closing by FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC or by the Issuer, Users agree that the Committed Funds will not be invested and will instead be returned from the Offering Deposit Account through the Offering Investment Account to the Investor's financial account without interest. The Goal is an amount designated by the Issuer at the outset of each Offering and is determined by the Issuer in its sole discretion. In each Offering, the Issuer will describe the Goal and the time period in which the Goal must be achieved. Each User acknowledges and agrees that FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC may determine, in their sole and absolute discretion, to invest in an Offering, including, without limitation, in order to cause an Issuer's identified Goal to be achieved.

Investors may also commit enough capital to an Issuer such that the Issuer reaches its maximum investment amount ("**Maximum**"). The Maximum is an amount designated by the Issuer at the outset of each Offering and is determined by the Issuer in its sole discretion. You acknowledge and agree that an Issuer cannot accept more capital from the total Committed Funds from all Investors than the Issuer's Maximum.

Additionally you acknowledge and agree that the Issuer may decide, in its sole discretion, which Investor's Committed Funds to accept and which to not accept. An Issuer may accept fewer total funds than the Maximum.

If your Committed Funds are not accepted by an Issuer, you acknowledge and agree that the Committed Funds will be returned from the Offering Deposit Account to your financial account through the Offering Deposit Account without interest. You acknowledge and agree that committing funds to an Issuer or Offering does not guarantee that you will be able to invest with that Issuer or participate in that Offering.

As more fully described below, FinTech Global Markets, Inc., FinTech Clearing, LLC and FlashFunders Funding Portal, LLC are not responsible for any of the information presented by Issuers, or found on offering pages.

FinTech Global Markets, Inc., FinTech Clearing, LLC and FlashFunders Funding Portal, LLC are not responsible for any Offering, or the determination of any Goal or Maximum, or the decision to accept Committed Funds from any particular Investor. All of the foregoing is determined by each Issuer in its sole discretion, and you will expressly look only to each Issuer in connection with any questions, comments, concerns or liability arising therewith.

Any estimate dates or deadlines listed by the Issuer are not a promise, but are merely an estimate.

8. Legal Counsel; Form Documents

All Issuers and Investors are encouraged to retain their own legal counsel and tax, financial and other advisors. Issuers and Investors agree that neither FlashFunders, nor its legal counsel or affiliates, provide any legal advice and none serve as your respective legal or other representative unless otherwise expressly agreed in writing. As a convenience, FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC may provide to Issuers sample legal documents that may be used by Issuers to prepare their own Offering documents or for other related matters. Issuers acknowledge and agree that any such documents are provided for convenience, and must be modified by each Issuer as necessary to reflect the correct information for that Issuer and the terms of their Offering. Issuers are required to obtain legal advice from licensed attorneys and other advisors in the relevant state(s).

Each Issuer and Investor acknowledges and agrees that FlashFunders may rely upon all of the representations and warranties made by each Issuer and each Investor in their respective Offering documents, to the same extent as if it were a named party to such documents. For clarity, FlashFunders is a third party beneficiary of all of the representations and warranties of each Issuer and each Investor in their respective investment documents.

9. Confidential Information

For purposes of this Agreement, "**Confidential Information**" means any information or materials designated as "Confidential" by FlashFunders or by an Issuer or an Investor. Notwithstanding the foregoing, information and materials provided to you will not be deemed Confidential Information to the extent you can prove that the materials or information are: (1) already known to you without an obligation to maintain the same as confidential; (2) publicly known through no wrongful act by you; or (3) rightfully received from a third party without breach of an obligation of confidentiality owed to FlashFunders.

Issuers may upload information about their business, including Confidential Information. Unless specifically designated as Confidential Information by an Issuer, information uploaded by an Issuer will not be deemed Confidential Information and neither FlashFunders nor any Investor or user will be obligated to maintain its confidentiality. Certain information is inherently not confidential, such as general information about the Issuer and its Offering, or information that the Issuer makes available on the publicly displayed portions of the Site. If provided access to Confidential Information, Investors agree that they will not disclose such information, and agree that they will not use any such information except to evaluate the Issuer and the Offering, until the earlier of the date that such information is no longer deemed Confidential Information hereunder or three years following the date that they accessed such information. Investors acknowledge and agree that Issuers are third party beneficiaries of the foregoing sentence with respect to their Confidential Information and may require additional confidentiality obligations.

FlashFunders cannot guarantee that Investors who have access to an Issuer's Confidential Information will not distribute that information to third parties, including but not limited to third parties who actually or potentially may compete with an Issuer. Neither can FlashFunders guarantee that there will never be a software bug or a hacker attack that will allow unauthorized access to Confidential Information. Issuers agree to the risk that unauthorized Users may gain access to their Confidential Information.

Investors with access to Confidential Information must use good judgment, discretion, and caution in handling that Confidential Information, and must at all times comply with the terms of this Agreement.

Notwithstanding the foregoing, each Issuer and each Investor acknowledges and agrees that FlashFunders may disclose the fact that any particular Investor participated in one or more Offerings by one or more Issuers, and such information shall not be deemed Confidential Information under this Agreement.

For purposes of clarity, direct messages between Users (including Investors) and Issuers made on or through the Site or Service are not Confidential Information, and may be stored and accessed by FlashFunders as described in our Privacy Policy.

10. Offerings; Equity Securities

Except as clearly set forth on the Site and Service, FlashFunders makes no investment recommendations with respect to any given Issuer or Offering.

FINTECH GLOBAL MARKETS, INC. DOES NOT RECOMMEND, SOLICIT TRANSACTIONS IN, RECEIVE COMPENSATION FROM, OR OTHERWISE PARTICIPATE IN ANY MANNER IN SECURITIES OFFERINGS OR TRANSACTIONS

Private investments, like those made via this Site and Service, are extremely speculative and possess a high degree of risk of total loss. Investors should not use this Site or the Service unless they are familiar with private investments and their inherent risks. In addition, before making any decision to invest in any Offering, Investors must thoroughly review all of the Offering documents provided by the Issuer, and seek independent legal and tax advice regarding the investment. Each Issuer, and not FlashFunders, is responsible for the information it makes available in its Offering and for any and all other information and communications (including direct messages with Users and/or Investors) that an Issuer may provide, make or make available to Users and/or Investors. The appearance of an Issuer or Offering on the Site and Service does not, in and of itself, imply that FinTech Clearing, LLC recommends or endorses that Issuer or Offering. FinTech Clearing, LLC does not recommend or endorse any Issuer whose information or Offering documents appear on the Site, unless and to the extent that FinTech Clearing, LLC makes a specific statement otherwise.

FlashFunders Funding Portal, LLC does not recommend any Offering on the Site under any circumstances. FlashFunders Funding Portal, LLC does not perform due diligence on all Investors, Issuers, or any other Users. Each User is required to, and represents and warrants that they will, perform their own due diligence. **DO NOT INVEST MONEY THAT YOU CANNOT AFFORD TO LOSE.**

Notwithstanding the foregoing, FinTech Clearing, LLC may from time to time provide recommendations as to a given Issuer or Offering. Any such recommendation will be clearly identified on the Site and Service. Any such recommendation will be based on criteria established by FinTech Clearing, LLC from time to time, including as a result of having conducted its own due diligence investigation of the Issuer or Offering. Any such recommendation is based solely on the opinion of FinTech Clearing, LLC. Investors should never rely on FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC for investment advice, and should always conduct their own due diligence and legal and financial review. FlashFunders is not and will not be responsible for any damages or other losses arising from any investment made on the Site or Service, including with respect to any investment made with an Issuer or Offering recommended by FinTech Clearing, LLC. Notwithstanding the foregoing, this shall not limit any obligations of FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC that cannot be waived by applicable securities laws.

Additionally, Investors may from time to time share information as to Issuers or Offerings in which they have invested or are intending to invest. Any such information will be based on criteria established by each such Investor, including as a result of having conducted its own due diligence investigation of the Issuer or Offering. Users should never rely on other Investors for investment advice, and should always conduct their own due diligence and legal and financial review. Each Investor acknowledges and agrees that FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC may disclose the fact that they participated in one or more Offerings by one or more Issuers, and such information shall not be deemed Confidential Information under this Agreement.

The information contained in the Site or Service has been prepared without reference to any particular User's investment requirements or financial situation. The information provided on the Site or Service is not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where FlashFunders is not authorized to provide such information or services. Some products and services described in the Site may not be available in all jurisdictions or to all Users.

The value of investments and the income from them can fall as well as rise. Past performance is not a guarantee of future performance. The contents of this Site do not constitute financial, legal, or tax advice. You should obtain investment and tax advice from your advisers before deciding to invest. Investment products are not FDIC insured, may lose value, and there is no bank guarantee.

As an Investor, you acknowledge that any stock or securities purchased on FlashFunders are "restricted securities" as defined by the Securities Act and thus have limited liquidity. Additionally, Investors acknowledge and agree that investments made on the Site or through any Offering involve a high degree of risk, may be required to be held indefinitely, are not registered with the Securities and Exchange Commission or any state securities administrator, may not be transferred except in accordance with applicable securities laws and applicable contractual limitations, and may have other contractual limitations imposed by Issuers.

All Users are solely responsible with complying with applicable law regarding any transaction, including without limitation the determination of whether any investor is an Investor and whether any investment complies with the terms of local law.

EACH USER IS REQUIRED TO, AND REPRESENTS AND WARRANTS THAT IT WILL, PERFORM ITS OWN DUE DILIGENCE.

11. Rules Related to Issuer Names

When you choose a name for an Issuer, Offering, display name or otherwise create a label or image that can be seen by other Users of the Service, you must abide by the following guidelines as well as the rules of common decency. If FlashFunders finds a name to be offensive or improper, or believes a name is or may be illegal, it may, in its sole and absolute discretion, refuse to grant you the name, change the name, remove the name, and/or suspend or terminate your Account. In particular, you may not use any name:

1. Belonging to another individual or entity with the intent to impersonate that individual or entity, including without limitation, impersonating any FlashFunders agent or employee or any FlashFunders User;
2. That incorporates vulgar language or imagery or which are otherwise offensive, defamatory, obscene, hateful, or racially, ethnically or otherwise objectionable;
3. That is subject to the rights of any other person or entity without written authorization from that person or entity;
4. That is, contains, or is substantially similar to a trademark or service mark, whether registered or not, or may otherwise cause confusion; or
5. Is substantially similar to, or otherwise contains or duplicates any copyrighted work or component of a copyrighted work.

12. User Content

"**Content**" means any communications, images, sounds, and all the material and information not marked as Confidential Information that a User uploads or transmits through the Service, or that other users upload or transmit, including without limitation any forum postings, public comments, or Offering pages. You hereby grant to us and our licensors, including without limitation our respective successors and assigns, a non-exclusive, perpetual, irrevocable, sub-licensable, transferable, worldwide, paid-up right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice such Content as well as all modified and derivative works thereof, without compensation to you. None of the Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Content. You agree that you may not upload or otherwise transmit on or through the Service any Content that is subject to any third-party rights.

13. Fees

Issuers and Investors are responsible for their own fees and costs incurred in connection with any Offering or otherwise, including legal, financial advisory and other advisor fees and costs, and the costs of due diligence. Additionally, some aspects of the Service require Issuers and/or Investors to pay a fee as described on the Site. You agree to pay all fees, payments and applicable taxes incurred by you or anyone using your Account. For example, Issuers agree to pay all filing fees and other third party costs and expenses incurred in connection with Secretary of State filings and Federal and State securities filings, regardless of whether an Offering is successful. Additionally, all Users will be responsible for their banking fees, including wire transfer fees. FEES RELATED TO SECURITIES OFFERINGS MAY ONLY BE PAID TO AN APPROPRIATELY REGISTERED ENTITY AND ARE OUTLINED IN SEPARATE AND DIRECT AGREEMENT WITH FINTECH CLEARING, LLC AND/OR FLASHFUNDERS FUNDING PORTAL, LLC.

You acknowledge and agree that all information you provide with regards to a purchase, including, without limitation, banking or other payment information, is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide to us or our payment processor.

14. Intellectual Property

By submitting a Offering to the Site or otherwise through the Service, you agree to the following terms:

- FlashFunders will not have any ownership rights over your Offering. However, FlashFunders needs, and you hereby grant to Flashfunders the following license to perform and market the Service on your behalf and on behalf of its other Users and itself:
    - You grant to FlashFunders the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable right to (and to allow others acting on its behalf to) (i) use, edit, modify, prepare derivative works of, reproduce, host, display, stream, transmit, playback, transcode, copy, feature, market, sell, distribute, and otherwise fully exploit your Offering and your trademarks, service marks, slogans, logos, and similar proprietary rights (collectively, the "Trademarks") in connection with (a) the Service, (b) FlashFunders' (and its successors' and assigns') businesses, (c) promoting, marketing, and redistributing part or all of the Offering, the Site (and derivative works thereof) and/or the Service in any media formats and through any media channels (including, without limitation, third-party websites and social media platforms); (ii) take whatever other action is required to perform and market the Service; (iii) allow its Users to stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use the Content and Trademarks in connection with the Service; and (iv) use and publish, and permit others to use and publish, information about your Offering, as well as your Content, Trademarks, names, likenesses, and personal and biographical materials in connection with the provision or marketing of the Offering, the Site and/or the Service. The foregoing license grant to FlashFunders does not affect your other ownership or license rights in your Content, including the right to grant additional licenses to your Content.
    - FINTECH GLOBAL MARKETS, INC. DOES NOT RECOMMEND, SOLICIT TRANSACTION IN, RECEIVE COMPENSATION FROM, OR OTHERWISE PARTICIPATE IN SECURITIES OFFERINGS IN ANY MANNER.
- You are publishing your Content, and you may be identified publicly by your name or Issuer name in association with your Content.
- You grant to each User a non-exclusive license to access your Content through the Service;
- You represent that your Content will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant FlashFunders all of the license rights granted herein.
- You will pay all royalties and other amounts owed to any person or entity based on the Service or FlashFunders publishing or hosting of Your Content as contemplated by this Agreement.
- The use or other exploitation of Content by FlashFunders and Users as contemplated by this Agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- FlashFunders shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your Content.
- All information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which that content originated.
- FlashFunders will not be liable for any errors or omissions in any Content.
- FlashFunders cannot guarantee the identity of any other Users with whom you may interact while using the Service.
- All Content you access through the Service is at your own risk and you will be solely responsible for any resulting damage or loss to any party.

15. Links

Links from the Site. The Site may contain links to websites operated by other parties. FinTech Global Markets, Inc. provides these links to other websites as a convenience, and use of those sites is at your own risk. The linked sites are not under the control of FlashFunders, and FlashFunders is not responsible for the content available on the other sites. Such links do not imply FlashFunders' endorsement of information or material on any other site and FlashFunders disclaims all liability with regard to your access to and use of such linked websites.

Links to the Site. Unless otherwise set forth in a written agreement between you and FlashFunders, you must adhere to FlashFunders' linking policy as follows: (i) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with FlashFunders', (ii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with FlashFunders, (iii) FlashFunders reserves the right to revoke its consent to the link at any time and in its sole discretion.

16. Notice for Claims of Copyright Infringement

If you are a copyright owner or agent thereof and believe that content posted on the Site by a FlashFunders User infringes upon your copyright, please submit notice, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)) to our Copyright Agent with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
2. a description of the copyrighted work that you claim has been infringed;
3. the URL of the location on our website containing the material that you claim is infringing;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send FlashFunders a counter-notice. Notices and counter-notices must meet the statutory requirements imposed by 17 USC § 512. Notices and counter-notices with respect to the Site should be sent to FlashFunders' Copyright Agent. The FlashFunders Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring through use of the Site or the Service. Please note that these notifications and counter-notifications are legal notices. FlashFunders may provide copies of such notices to the participants in the dispute or third parties, at our discretion and as required by law. Our Privacy Policy does not protect information provided in these notices and counter-notices.

Our Copyright Agent can be reached by mail at: [6 Venture, Suite 265 Irvine, CA 92618] ATTN: FlashFunders Copyright Agent, or by email at legal@flashfunders.com. Please note that attachments cannot be accepted at the email address for security reasons. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed.

17. Location

The Site is operated by FinTech Global Markets, Inc. in the United States. Those who choose to access the Site or the Service from locations outside the United States do so under their own initiative and are responsible for compliance with applicable local laws.

18. DISCLAIMER OF WARRANTIES

The following paragraphs describe important disclaimers regarding the Site and the Service maintained by FinTech Global Markets, Inc. Please read them carefully.

FinTech Global Markets, Inc. provides its users with a selection of services, tools and resources with the goal of connecting issuers with investors who may be able to provide financing, advice and other support. Except to the extent clearly stated on the Site, FinTech Global Markets, Inc. does not endorse or recommend any issuers, investors, third parties, or third party content, including, without limitation, any issuer seeking to raise capital through the Site or using the Service.

FinTech Global Markets, Inc. is not responsible for any Issuer, any Issuer Offering, or any communications (including direct messages), representations, warranties and covenants made by any Issuer.

FinTech Global Markets, Inc. is not responsible for any investment or other decisions made by any individual or entity in connection with any opportunity posted on or through the Site or the Service.

The Site and the Service, and all of the Content, information, advice, feedback and materials posted on or provided by or through the Site or the Service are provided on an "as is" and "as available" basis, without warranty of any kind, express or implied, including without limitation, any warranty of accuracy or fitness for a particular purpose. By using the Site and/or the Service, you agree to use your own judgment, caution and common sense in managing all Content, communications (including direct messages), information, advice, feedback and materials offered and you agree that any use you make of such Content, communications, information, advice, feedback or materials is at your own risk.

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FinTech Global Markets, Inc. assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any of your communications on or through the Site.

FinTech Global Markets, Inc. is not responsible for any malfunction or other problem with any telephone network, telephone lines, computer online systems, servers, internet service providers, computer equipment, software, or failure of any email or players, including, without limitation, any personal injury or property damage. FinTech Global Markets, Inc. does not guarantee any results (specific or otherwise) from your use of the Site or the Service and FinTech Global Markets, Inc. makes no representation or warranty that the Site, the Service or the information or services provided thereby will meet your requirements. If you are in any way dissatisfied with the Site or the Service, your sole remedy is to discontinue your use of the Site and/or the Service.

FinTech Global Markets, Inc. and all its affiliates and its subsidiaries disclaim any and all liability of any kind for any unauthorized access to or use of any of your personally identifiable information. By accessing the Site, you agree that FinTech Global Markets, Inc., and all its affiliates and its subsidiaries shall not be liable for any unauthorized access to or use of any of your personally identifiable information.

19. LIMITATION OF LIABILITY; SOLE AND EXCLUSIVE REMEDY

The following paragraph limits the liability of FinTech Global Markets, Inc. Please read it carefully.

Unless otherwise specified in this Agreement, in no event shall FinTech Global Markets, Inc., its affiliates, licensors, sponsors, officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever (including without limitation, loss of profits, data, use, good-will, or other intangible losses) resulting from (i) any Offering made available on or through the Site, or any action or inaction of any Issuer or Investor, (ii) errors, mistakes, omissions or inaccuracies of Content displayed on the Site or through the Site or the Service, (iii) personal injury or property damage, of any nature whatsoever, resulting from your access to and/or use of (or your inability to access and use) the Site or the Service, including, without limitation, any damage caused to your computer or software or information stored thereon, (iv) any conduct or content of any third party (including any Issuer) obtained on or through the Site or the Service, including without limitation, any defamatory, offensive or illegal conduct of other Users or third parties (v) any unauthorized access to or use of FinTech Global Markets, Inc., servers and/or any and all personal and/or other information stored therein, (vi) any interruption or cessation of transmission to or from the Site or through the Site or the Service, (vii) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Site or the Service by any third party, (viii) unauthorized access, use or alteration of your transmissions or content, (ix) emails or other transmissions or communications made to you through the Site or the Service and/or (x) for any loss or damage of any kind incurred as a result of your use of any Content posted, emailed, transmitted, or otherwise made available via the Site or the Service, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not FinTech Global Markets, Inc. is advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. FinTech Global Markets, Inc., disclaims all liability to the maximum extent permitted by law.

Notwithstanding the prior paragraph, in no case shall the liability of FinTech Global Markets, Inc. or any of its related parties exceed the amount that you paid to us or our designees (which for the avoidance of doubt do not include any Issuers or Investors) in cash or by check or wire transfer, if any, during the six (6) months prior to the time your cause of action arose.

For purposes of clarity, and without limiting the foregoing, FlashFunders shall have no liability, and all Users hereby waive any claims against FlashFunders, resulting from or relating to any termination of an Offering by FinTech Clearing, LLC and/or FlashFunders Funding Portal, LLC in accordance with the terms of this Agreement.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for certain damages, in such states or jurisdictions, the liability of FlashFunders and its affiliates shall be limited to the fullest extent permitted by law.

20. Indemnification

You agree to indemnify, hold harmless and defend FlashFunders and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents, network service providers, business partners and licensors (collectively, the “Indemnified Parties”) at your expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses and costs and expenses of investigations (including, without limitation, reasonable attorneys’ fees and other dispute resolution expenses) incurred by FlashFunders arising out of or relating to (a) your violation or breach of any term of this Agreement or any policy or guidelines referenced herein or on the Site, including any unauthorized disclosure of Confidential Information, (b) your use or misuse of the Service or Site, (c) your actual or alleged fraud or misrepresentation, or (d) its reliance on any instructions or information provided by an Issuer or an Investor.

21. Dispute Resolution and Governing Law

This Agreement shall be is governed by, and will be construed under, the laws of the United States of America and the law of the State of California, without regard to conflict of law principles. Except as provided in Sections 22(A) and Section 22(B) below (and claims proceeding in any small claims court), all disputes arising out of or related to your use of the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in the County of Los Angeles, California and you agree to submit to the personal jurisdiction and venue of such courts. You are responsible for compliance with all local laws if and to the extent local laws are applicable.

22 (A). Binding Pre-Dispute Arbitration Agreement

This Agreement contains a pre-dispute arbitration clause. By agreeing to the Terms of Use you agree as follows:

1. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
4. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
5. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

Agreement to FINRA Arbitration of Controversies:

You agree that any controversy, dispute, claim or grievance between FinTech Global Markets, Inc. any of its affiliates, or their shareholders, officers, directors, employees, associates or agents, and you or, if applicable, your shareholders, officers, directors, employees, associates or agents, arising out of, or relating to, FinTech Clearing LLC or FlashFunders Funding Portal, LLC or the services provided by them to you shall be resolved by Financial Industry Regulatory Authority (FINRA) arbitration, in accordance with FINRA's Code of Arbitration Procedure.

If you are not a resident of the U.S. at the time a controversy subject to this arbitration arises, you agree that any such arbitration hearing shall be held in Los Angeles, California and you consent to the personal jurisdiction of all courts located in the State of California for purposes of enforcing this arbitration agreement and any arbitration award; and you agree that any arbitration proceeding shall be conducted in the English language. If any party unsuccessfully resists confirmation or enforcement of an arbitration award rendered under this agreement, then all costs, attorneys' fees, and expenses incurred by the other party or parties in confirming or enforcing the award shall be fully assessed against and paid by the party resisting confirmation or enforcement of the award.

Class Actions:

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action, until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

22 (B). Binding Arbitration

Except as provided in Section 22(A) above, all disputes, controversies and claims related to this Agreement shall be resolved by binding arbitration conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in this Agreement.

You may seek any remedies available to you under federal, state or local laws in connection with such an arbitration action. As part of such arbitration, both you and we will have the opportunity for discovery of non-privileged information that is relevant to the claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a claim is subject to arbitration under Section 22(B) shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this Agreement, (i) you and FlashFunders may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

(a) Location. The arbitration under this Section 22(B) will be conducted in the County of Los Angeles, California or the nearest JAMS office to the party initiating the arbitration, unless the parties agree to video, phone and/or internet connection appearances.

(b) Limitations. You and FlashFunders agree that any such arbitration shall be limited to the claim between FlashFunders and you individually. You and FlashFunders agree that:

1. There is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures.

2. There is no right or authority for any dispute to be brought in a purported representative capacity or as a private attorney general; and

3. No arbitration shall be joined with any other arbitration.

(d) Arbitration Fees. If you initiate arbitration for a claim pursuant to this Section 22(B), you will need to pay the JAMS arbitration initiation fee. If we are initiating arbitration for a claim pursuant to this Section 22(B), we will pay all costs charged by JAMS for initiating the arbitration. All other fees and costs of such arbitration will be charged pursuant to the JAMS Rules.

(f) Exceptions to Arbitration. You and FlashFunders agree that the following claims are not subject to the provisions of this Section 22(B) concerning negotiations and binding arbitration: (i) any claim seeking to enforce or protect, or concerning the validity of, any of your or FlashFunders' intellectual property rights; and (ii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for claims that are within the scope of such court's jurisdiction in lieu of arbitration.

(g) Severability. You and FlashFunders agree that if any portion this Section 22(B) is found illegal or unenforceable that portion shall be severed and the remainder of the Section shall be given full force and effect. If this Section 22(B) is found to be illegal or unenforceable then neither you nor FlashFunders will elect to arbitrate any claim falling within that portion of Section 22(B) found to be illegal or unenforceable and such claim shall be exclusively decided by a court of competent jurisdiction within the County of Los Angeles, State of California, United States of America, and you and FlashFunders agree to submit to the personal jurisdiction of that court.

23. Term and Termination

This Agreement is effective until terminated. You may terminate this Agreement by terminating all Accounts registered to you and discontinuing your use of the Service and the Site. FlashFunders may terminate this Agreement or your use of the Site or Service with or without notice for any reason, or for no reason. The terms and conditions of this Agreement shall survive any termination of the Agreement or of your use of the Site or Service.

24. General

FINRA. The Financial Industry Regulatory Authority, Inc. offers investors information and education through the FINRA BrokerCheck Hotline at 800-289-9999 and FINRA website at www.finra.org.

Intellectual Property Notice. FlashFunders and the FlashFunders logo are the trademarks of FlashFunders or its affiliates. The Site and Service, this Agreement and the FlashFunders Privacy Policy, and all associated intellectual property rights therein, are the sole and exclusive property of FlashFunders, with all right, title and interest therein. You will not copy, redistribute, reformat or otherwise use any portion of this Agreement or the Privacy Policy except for the sole purpose of reading the same in connection with your use of the Site and Service. All rights are expressly reserved.

Force Majeure. FlashFunders shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of FlashFunders, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond FlashFunders' control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and FlashFunders as a result of this Agreement or your use of the Service.

Assignment. FlashFunders may assign this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without FlashFunders' prior written consent, and any unauthorized assignment by you shall be null and void.

Severability. If any part of this Agreement is determined to be void, invalid or unenforceable, then that portion shall be severed, and the remainder of the Agreement shall be given full force and effect.

Attorneys' Fees. Except as set forth in Section 22(A) or Section 22(B), in the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

No Waiver. Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Export Administration. You will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively "**Export Controls**"). Without limiting the generality of the foregoing, you will not, and you will require your representatives not to, export, direct or transfer the Service, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

Equitable Remedies. You hereby agree that FlashFunders would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

Entire Agreement. This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and us with respect to Service and supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and us with respect to the Service.

26. Electronic Communications

You acknowledge and agree that by clicking on the "I AGREE" button (or similar buttons or links as may be designated by FlashFunders to show your acceptance of the Agreement), you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Site and Service.