

DATED [15 DECEMBER] 2025

EACH OF THE PARTIES LISTED IN SCHEDULE 1

AND

AKARI THERAPEUTICS, PLC

OFF-MARKET SHARE BUY-BACK AGREEMENT



**GREENBERG TRAURIG, LLP
The Shard, Level 8
32 London Bridge Street
London SE1 9SG**

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THIS AGREEMENT is dated [15 December] 2025

PARTIES

- (1) The **PERSONS** whose names and addresses are set out in schedule 1 (each a "**Seller**" and together the "**Sellers**"); and
- (2) **AKARI THERAPEUTICS, PLC** incorporated and registered in England and Wales with company number 05252842 whose registered office is at Highdown House, Yeoman Way, Worthing, West Sussex, United Kingdom, BN99 3HH (the "**Company**").

BACKGROUND

- (A) The Sellers are the owners of the legal and beneficial title to all of the deferred shares of USD 0.000000005 each in the capital of the Company (the "**Deferred Shares**").
- (B) Each of the Sellers has agreed to sell, and the Company has agreed to purchase, the number of Deferred Shares set opposite such Seller's name in schedule 1.
- (C) Pursuant to a resolution passed at the Company's general meeting on the date hereof, the Company's shareholders approved the final form of this agreement in accordance with section 694 of the Companies Act 2006 (the "**Act**").
- (D) Once purchased by the Company, the Deferred Shares shall be cancelled.
- (E) The purchase of the Deferred Shares contemplated herein shall be made by way of the fresh issue of shares by the Company, pursuant to section 692(2)(a)(ii) of the Act, and such shares shall be fully paid up.
- (F) Pursuant to article 11.7 of the Company's articles of association, and as authorised by written resolutions of the directors of the Company dated 6 November 2025, Abizer Gaslightwala has been appointed as agent for all holders of Deferred Shares and is authorised to execute this agreement on their behalf.

Agreed terms

1. INTERPRETATION

1.1 In this agreement:

- 1.1.1 clause headings and the contents page are included for convenience only and shall not affect the interpretation or construction of this agreement; and
- 1.1.2 unless the context otherwise requires, words in the singular include the plural and in the plural include the singular, and the masculine, feminine or neuter gender includes the other genders (and vice versa).

1.2 In this agreement, any reference to:

- 1.2.1 a **person** includes a natural person (including his legal personal representatives), corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a **party** includes that party's personal representatives, successors and permitted

assigns;

1.2.3 **writing** or **written** includes any modes of reproducing words in a legible and non-transitory form provided that emails shall be deemed to be in writing for these purposes;

1.2.4 clauses are to the clauses of this agreement;

1.2.5 legislation or a legislative provision includes any consolidation or re-enactment, modification or replacement of the same and any subordinate legislation in force under any of the same from time to time except to the extent that any consolidation, re-enactment, modification or replacement enacted after the date of this agreement would extend or increase the liability of any party to any other under this agreement; and

1.2.6 **"including"** means including without limitation, and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

2. SALE AND PURCHASE OF THE DEFERRED SHARES

2.1 On and subject to the terms of this agreement, each Seller agrees to sell that number of Deferred Shares as set out opposite its name in schedule 1 with full title guarantee and free from all encumbrances, for an aggregate total consideration of USD 0.01 in respect of all Deferred Shares to be sold by all Sellers, and the Company agrees to purchase the Deferred Shares and to pay such consideration to the Sellers.

2.2 Completion of the sale and purchase of the Deferred Shares shall take place immediately following the execution of this agreement, and the Sellers hereby acknowledge receipt of payment of the consideration referred to in clause 2.1 in satisfaction of the Company's obligation to pay such consideration.

3. WARRANTIES

3.1 Each Seller warrants to the Company, and the Company warrants to each of the Sellers, that:

3.1.1 it has taken all necessary actions and has all the requisite power and authority to enter into and perform this agreement, and that this agreement constitutes (or shall constitute when executed) valid, legal and binding obligations on that party in accordance with its terms; and

3.1.2 the execution and delivery of this agreement and the documents referred to in it, and compliance with their respective terms shall not breach or constitute a default:

(a) under its articles of association, or any other agreement or instrument to which it is a party or by which it is bound; or

(b) of any order, judgment, decree or other restriction applicable to it.

4. FURTHER ASSURANCE

At its own expense, each party shall promptly execute and deliver such documents and perform such acts as may be required from time to time for the purpose of giving full effect to this agreement.

5. ASSIGNMENT

No party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

6. ENTIRE AGREEMENT

6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party acknowledges that in entering into this agreement it does not rely on, and has no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

7. COSTS

Each party shall pay its own costs incurred in connection with the negotiation, preparation and execution of this agreement.

8. VARIATION AND WAIVER

8.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.2 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9. AGREEMENT SURVIVES COMPLETION

This agreement (other than obligations that have already been fully performed) remains in full force following the completion of the purchase of the Deferred Shares by the Company.

10. COUNTERPARTS

10.1 This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

10.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet-ink" hard copy original of their counterpart.

10.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.
- 11.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Seller's Name	Seller's address	Number of Deferred Shares
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]
[•]	[•]	[•]

Company:

Signed for and on behalf of

Akari Therapeutics, Plc

by: _____
(director)

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)
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Sellers:

Signed by Abizer Gaslightwala, as agent for and)
on behalf of _____)
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