

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

FORM 8-K

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

Date of Report (Date of earliest event reported): September 23, 2024

Kairos Pharma, Ltd.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-42275
(Commission
File No.)

46-2993314
(I.R.S. Employer
Identification No.)

**2355 Westwood Blvd., #139
Los Angeles CA 90064**

(Address of principal executive offices) (Zip Code)

(310) 948-2356

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed from last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol (s)	Name of each exchange on which registered
Common Stock, par value \$0.001, per share	KAPA	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

On September 23, 2024, Kairos Pharma, Ltd., a Delaware corporation (the “Company”), entered into an advisory and consulting services agreement (the “CEO.CA Agreement”) with CEO.CA Technologies Ltd., a Canadian company (“CEO.CA”), pursuant to which CEO.CA will provide certain internet-based financial information and communications services for a period of one year for a services fee of \$250,000. The CEO.CA Agreement includes such services as strategic news placement, news releases, interviews, monthly analytics and a video launch. The CEO.CA Agreement contains other customary clauses, including representations and warranties, indemnification clauses and governing law clauses.

On September 23, 2024, the Company also entered into a strategic advisory agreement (the “Strategic Advisory Agreement”) with Belair Capital Advisors Inc. (“BCA”). BCA, a venture capital and corporate finance advisory firm, has been a long-term investor and advisor to the Company and frequently works with early stage pharmaceutical companies. The strategic advisory services consist of corporate strategy, market positioning and long-term growth plans within the pharmaceutical sector, digital marketing and engagement, market research analysis and business development assistance, among other things. During the 12-month term of the Strategic Advisory Agreement, in exchange for its services, the Company will pay BCA a \$365,000 fee and will issue BCA 50,000 restricted stock units, which will vest at the end of six months. The Strategic Advisory Agreement also includes other customary clauses, such as representations and warranties, indemnification and governing law clauses.

The foregoing summary of the terms and conditions of the CEO.CA Agreement and the Strategic Advisory Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the agreements, which are attached hereto as Exhibits 10.1 and 10.2 and are incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Form of Advertising Services Agreement, dated September 23, 2024, between the Company and CEO.CA Technologies, Inc.
10.2	Form of Advisory & Consulting Agreement, dated September 23, 2024, between the Company and Belair Capital Advisors Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Date: September 27, 2024

KAIROS PHARMA, LTD.

By: /s/ John S. Yu

John S. Yu
Chief Executive Officer



CEO,CA

CEO.CA TECHNOLOGIES LTD.
Advertising Services Agreement

Focus+ Consulting + Advertising Package



Services Agreement

This Services Agreement was prepared for **KAIROS PHARMA, LTD.** (referred to herein as “**CLIENT**”) by **CEO.CA TECHNOLOGIES LTD.** (referred to herein as “**CEO.CA**” or “**SERVICE PROVIDER**”) whereas:

1. **CEO.CA** provides an Internet-based financial information and communications service.
2. **CLIENT** wishes to engage **CEO.CA** for the 12-Month Consulting + Advertising Package set out in Schedule “A” hereto (the “**Services**”).
3. **CLIENT** and **CEO.CA** wish to set out the terms and conditions relating to the provision of the Services.

I. Fees & Disbursements

Advertising Package

Aggregate Fee for Services:

US\$250,000

Engagement Term:

12-Months from September 23, 2024, (the “Commencement Date” collectively, the “Term”

Payment Terms for Services

II. Upon execution of this Services Agreement, **CLIENT** shall pay the full Cash Fee.

III. Legal

IV. **CEO** shall commence provision of the Services on the Commencement Date, and this Services Agreement shall continue in force and effect until the completion of the Term, provided that notwithstanding any other provision hereof, the provisions under the heading “Indemnity” below shall survive the termination of this Services Agreement. **CEO.CA**’s advertising package will highlight the ordinary course of business of **CLIENT** to raise public awareness of **CLIENT** other than as may relate to private placements or other financings. Without limiting the generality of the foregoing, the **CLIENT** agrees and acknowledges that the Services shall be limited to the dissemination of information provided in the ordinary course of business of **CLIENT** to (i) promote the sale of products or services of **CLIENT**, or (ii) to raise public awareness of **CLIENT**, in each case which cannot reasonably be considered to promote the purchase or sale of securities of **CLIENT**.

This Services Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and constitutes and contains the entire and only agreement among the parties hereto relating to the matters described herein and other than as expressly set forth below, may be assigned by either party only upon the prior written consent of the other party. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the parties hereto other than as expressly set out herein. **CEO.CA** will have the right to use subcontractors to supply all or part of the Services, provided that the quality of service and service levels are not in any way diminished. **CEO.CA** and its employees and contractors may provide services of a nature similar to the Services to any other person, and **CLIENT** agrees and acknowledges that there is no obligation of exclusivity on the part of Service Provider hereunder.

CEO.CA shall not be liable for any error of judgement or any act or omission or for any mistake of fact or law except by reason of its gross negligence or wilful misconduct beyond the cost of this Services Agreement. Under no circumstances whatsoever shall **CEO.CA** be liable for special, indirect, incidental or consequential loss or damage of any kind whatsoever (including, without limitation, lost profits). **CEO.CA** reserves the right to use **CLIENT's** name on its list of historical engagements for marketing purposes.

Indemnity

CLIENT indemnifies and holds **CEO.CA**, its successors and permitted assigns, as well as its and their respective directors, officers, employees, affiliates, advisors and agents (individually, the "**Indemnified Party**" and collectively, the "**Indemnified Parties**"), harmless from and against any and all third party claims, demands, assessments, interest, penalties, actions, suits, proceedings, liabilities, losses, damages, costs and expenses, including, without limiting the foregoing, expert, consultant and counsel fees and disbursements, arising directly or indirectly from or in connection with the provision of the Services hereunder and/or any actions or omissions that an Indemnified Party takes pursuant to this Services Agreement, provided that any such action or omission is taken in good faith and without gross negligence or wilful misconduct. The indemnity, provision set forth herein will survive, and shall continue in full force and effect, regardless of the expiry or termination of this Services Agreement.

Confidential Information

In this Services Agreement, “**Confidential Information**” means all information relating the business, activities or affairs of **CLIENT** including all business and technical information, specifications, formulations, technology, manufacturing processes, quality control standards, data, drawings, documents, procedures, know-how or related information, provided that Confidential Information shall not include any information which is:

- (a) already available or becomes readily available to the public, other than by a breach of this Services Agreement by CEO.CA;
- (b) rightfully received by CEO.CA from a third party which is, to the knowledge of CEO.CA, not in breach of any obligation of confidentiality; or
- (c) otherwise developed by CEO.CA independent of any disclosure by **CLIENT**.

CEO.CA will hold the Confidential Information in confidence and except as otherwise required by law or regulation, will not, during the term of this Services Agreement, transmit Confidential Information to any third person either in whole or in part, other than representatives of **CEO.CA** which require the Confidential Information to perform the Services hereunder.

Execution

This Services Agreement may be executed in several counterparts and electronically, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

This Agreement is dated this 23rd day of September, 2024.

KAIROS PHARMA, LTD.

Per: _____
Authorized Signing Officer

CEO.CA TECHNOLOGIES LTD.

Per: _____
Authorized Signing Officer

Schedule A

V. Focus+ Advertising Package

- Advertising served on desktop and mobile with approximately 4,000,000 total impressions of your banner advertisements over the Term.
- The Focus+ Advertising Package also includes the following services on a complimentary basis:
 - Design & Implementation of customized **CLIENT** banner advertisements designed by the CEO.CA design team in conjunction with **CLIENT**.
 - Monthly Revisions to the banner advertisements.
- **CEO.CA Features**
 - 1 Launch Video – Produced & Distributed on CEO.CA
 - 7 Featured News Releases (Homepage Feature Bar / All Stock /Community Pages on CEO.CA)
 - Ongoing Strategic News Placements (Main & Sector Pages In-Chat Feature)
 - 6 *Inside The Boardroom* Video Interviews – Syndicated to Partners & Distributed on CEO.CA Website (20,000 Views Minimum Per Video)
 - 1 Interactive AMA “Ask Me Anything” Interview on CEO.CA.
 - Verified Corporate PROfile (News Releases, SEDAR, SEDI, Landing Page) on CEO.CA
- **Team Support**
 - Monthly Analytics Update Report from the Client Relations Team



Belair Capital Advisors Inc.
Engagement Agreement with
KAIROS PHARMA, LTD.

ADVISORY & CONSULTING AGREEMENT



Statement of Work

This proposal was prepared for **KAIROS PHARMA, LTD.** (referred to herein as “**KAIROS**”) to provide Advisory & Consulting Services. **BELAIR CAPITAL ADVISORS INC.** (referred to herein as “**BELAIR**”) is pleased to provide **KAIROS** with the following statement of work to outline the major requirements, goals and estimated costs of the mandate. Access to senior **BELAIR** staff is available at all times, to provide **KAIROS** and its advisors, with expert counsel and strategic planning assistance.

I. Fees & Disbursements

ADVISORY & CONSULTING AGREEMENT

Management Fee:	US\$365,000 (the “Cash Fee”) and 50,000 restricted stock units (“RSUs”), subject to vesting on March 31, 2025 (“Stock Compensation”)
Engagement Terms:	12-Month Engagement

*Management fee does not include external disbursements which will be billed either directly to **KAIROS** by external parties or included as an aggregate disbursement on subsequent Belair invoices, which disbursements will be agreed to in advance, in writing, by Kairos. Disbursements may include but not be limited to the cost of additional influencer marketing & curated promotional content. Any disbursement above \$500 will be approved by **KAIROS** in writing prior to incurring additional cost.

Payment Terms for Services

Upon execution of this Services Agreement, **KAIROS** shall pay the full Cash Fee. The Stock Compensation shall be issuable under the Company’s 2023 Equity Incentive Plan, and the RSUs shall vest in full at the end of six months after the date of issuance.

II. Legal

Termination

The agreement will be for an initial period of twelve months and will terminate after the twelfth month.

General

This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and constitutes and contains the entire and only Agreement among the Parties relating to the matters described herein and may be assigned by either party upon the prior written consent of the other party. **BELAIR** shall not be liable for any error of judgement or any act or omission or for any mistake of fact or law except by reason of its gross negligence or wilful misconduct. Under no circumstances whatsoever shall **BELAIR** be liable for special, indirect, incidental or consequential loss or damage of any kind whatsoever (including, without limitation, lost profits). **BELAIR** reserves the right to use **KAIROS'S** name on its list of historical engagements for marketing purposes.

Indemnity

KAIROS indemnifies and holds **BELAIR**, its successors and permitted assigns, as well as its and their respective directors, officers, employees, affiliates, advisors and agents (individually, the "**Indemnified Party**" and collectively, the "**Indemnified Parties**"), harmless from and against any and all third party claims, demands, assessments, interest, penalties, actions, suits, proceedings, liabilities, losses, damages, costs and expenses, including, without limiting the foregoing, expert, consultant and counsel fees and disbursements, arising from or in connection with any actions or omissions that an Indemnified Party takes pursuant to this agreement, provided that any such action or omission is taken in good faith and without gross negligence or wilful misconduct or is taken on the written advice and instructions given to the Indemnified Party by **KAIROS** or their representatives, including its legal counsel. The indemnity, provision set forth herein will survive, and shall continue in full force and effect, regardless of the expiry or termination of this agreement.

Execution

This agreement may be executed in several counterparts and electronically, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. This Agreement is dated this 23th day of September, 2024.

KAIROS PHARMA, LTD.

Per: _____
Authorized Signing Officer

BELAIR CAPITAL ADVISORS INC.

Per: _____
Authorized Signing Officer

APPENDIX A – ADVISORY & CONSULTING

- Strategic Advisory: Offering expert guidance on corporate strategy, market positioning, and long-term growth plans within the pharmaceutical sector.
- Digital Marketing & Engagement: Crafting and implementing digital marketing strategies to enhance brand awareness and stakeholder engagement across online platforms.
- Market Research and Analysis: Conducting comprehensive market studies to inform decision-making on product development and competitive positioning.
- Business Development Assistance: Identifying and evaluating opportunities for partnerships, collaborations, and expansions to drive business growth.
- Operational Efficiency Optimization: Recommending process improvements to enhance operational workflows and increase organizational efficiency.
- Stakeholder Communication Planning: Developing effective communication strategies for engaging with stakeholders, including partners, and customers.