STX PARTNERS, LLC

285 KAPPA DRIVE; SUITE 100
PITTSBURGH, PA 15238

April 16, 2026

Sharp Therapeutics Corp.
2403 Sidney Street
Suite 264
Pittsburgh, PA 15203
Attention: Scott Sneddon, President & CEO

Re: Commitment to Lead New Equity Financing

Dear Scott:

This letter agreement (this "Letter Agreement") is entered into by and between STX PARTNERS, LLC, a Delaware limited liability company ("STX"), and SHARP THERAPEUTICS CORP., an Ontario business corporation (the "Company"). This Agreement sets forth the terms and conditions under which STX commits to lead an equity financing for the Company.

1. Commitment to Equity Financing. STX, as a current investor in the Company, hereby commits to lead a USD$15,000,000 equity financing round for the Company (the "Equity Financing"), via the Company's sale of up at an aggregate of 6,000,000 shares of the Company's authorized but unissued common stock. STX's commitment shall be to purchase a minimum of 2,000,000 shares for USD$5,000,000, contingent upon (x) the Company successfully raising the remaining USD$10,000,000 from other current or new investors, and (y) a concurrent closing and funding of the USD $15,000,000 transaction not later than September 15, 2026.

2. Price Per Share. The price per share of the Company's common stock in the Equity Financing shall be USD$2.50. This price represents a premium of approximately 59% over the price of STX's prior equity purchase from the Company, and the same as the price per share in the Amendment No. 1 to Letter Agreement re Commitment to Lead New Equity Financing between the Company and STX dated December 15, 2025.

3. Binding Agreement. This Letter Agreement is intended to be a binding agreement between the parties.

4. Governing Law. This Letter Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada.

5. Use of Proceeds. The proceeds from the Equity Financing shall be used for the Company's general working capital and corporate purposes.

6. Acknowledgment of Hold Period. STX acknowledges that the shares acquired pursuant to the Equity Financing shall be subject to a four-month hold period as set forth in National Instrument 45-102 – Resale of Securities, in addition to any other restrictions under applicable securities laws.

7. Counterparts. This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute a single agreement and may be delivered by any standard form of telecommunication (which shall have the same effect as delivery of a signed original).

If the foregoing is consistent with your understanding, please return a signed copy of this Letter Agreement to me. STX looks forward to the prospect of working with the Company to effectuate the Equity Financing.

Sincerely,

STX PARTNERS, LLC, a Delaware limited liability company

By: */s/ John Hathaway*
Name: John Hathaway
Title: Managing Director

ACKNOWLEDGED AND AGREED, and intending to be legally bound:

SHARP THERAPEUTICS CORP., an Ontario business corporation

By: */s/ Scott Sneddon*
Name: Scott Sneddon
Title: President & CEO