
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 28, 2026

Imunon, Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-15911 (Commission File Number)	52-1256615 (IRS Employer Identification No.)
997 Lenox Drive, Suite 100, Lawrenceville, NJ (Address of principal executive offices)		08648-2311 (Zip Code)

(609) 896-9100

(Registrant's telephone number, including area code)

N/A

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

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

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

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	IMNN	Nasdaq Capital Market

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.

As previously reported, on June 2, 2026, Imunon, Inc. (the “**Company**”) entered into a securities purchase agreement with Streeterville Capital, LLC (the “**Investor**”), providing for the issuance and sale by the Company, and the purchase by the Investor, of (i) 250 shares of the Company’s Series A Preferred Stock, par value \$0.01 per share, at a price of \$10,000 per share, for aggregate proceeds of \$2,500,000; (ii) a Secured Promissory Note A-1 in an original principal amount of \$2,720,000 (the “**A-1 Note**”); and (iii) a Secured Promissory Note B in an original principal amount of \$5,000,000.

On September 28, 2026, the Company and the Investor entered into an Exchange Agreement (the “**Exchange Agreement**”). Pursuant to the Exchange Agreement, \$1,200,000 of the principal amount of the A-1 Note (together with any accrued and unpaid interest thereon) will be exchanged for 120 shares (the “**Preferred Shares**”) of the Company’s Series B Preferred Stock, par value \$0.01 per share (the “**Series B Preferred Stock**”) at a price of \$10,000 per share (the “**Exchange**”). Upon the Exchange, the Company’s obligations under the A-1 Note will be reduced by the amount of principal and interest so exchanged.

No other terms of the A-1 Note were changed, and the A-1 Note remains in full force and effect in accordance with its terms.

The foregoing description of the Exchange Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such document, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 is incorporated into this Item 3.02 by reference.

The Preferred Shares were issued pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”).

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

On September 28, 2026, the Company filed a certificate of designation of preferences and rights (the “**Certificate of Designation**”) of the Series B Preferred Stock with the Secretary of State of the State of Delaware, designating 200 shares of Series B Preferred Stock, which became effective upon filing.

Each share of Series B Preferred Stock has a stated value of \$12,000 (the “**Stated Value**”) and accrues from the date of issuance a return of 8% per year, payable in cash or via the issuance of additional shares of Series B Preferred Stock (the “**Preferred Return**”). The Series B Preferred Stock is not convertible into shares of common stock or any other class or series of stock of the Company.

Subject to the terms and conditions set forth in the Certificate of Designation, at any time the Company may elect to redeem all or any portion of the Series B Preferred Stock then issued and outstanding from all of the holders of Series A Preferred Stock (a “**Corporation Optional Redemption**”) by paying to such holders an amount in cash equal to the Series B Preferred Liquidation Amount (as defined in the Certificate of Designation) then applicable to the shares of Series B Preferred Stock being redeemed, multiplied by 110%.

The Company will be subject to customary covenants while any shares of Series B Preferred Stock remain outstanding. The Certificate of Designation also contains certain events of default. Following the occurrence of an event of default, the Preferred Return would increase by 15% per year, which may be applied in respect of up to three separate events of default.

The Series B Preferred Stock confers no voting rights on holders, except with respect to matters that materially and adversely affect the voting powers, rights or preferences of the Series B Preferred Stock or as otherwise required by applicable law.

The foregoing description of the Series B Preferred Stock does not purport to be complete and is qualified in its entirety by reference to the full text of the Certificate of Designation, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
3.1	Certificate of Designation of Preferences and Rights of Series B Preferred Stock.
10.1	Exchange Agreement, dated September 28, 2026, by and between the Company and Streeterville Capital, LLC.
104	Cover Page Interactive Data File (embedded with the Inline XBRL document).

SIGNATURES

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

IMUNON, INC.

By: /s/ Josh Blacher

Josh Blacher
Chief Financial Officer

Date: September 29, 2026

CERTIFICATE OF DESIGNATION OF PREFERENCES AND RIGHTS OF
SERIES B PREFERRED STOCK

of

Imunon, Inc.
a Delaware corporation

Pursuant to Section 151 of the Delaware General Corporation Law

The undersigned, Stacy R. Lindborg, hereby certifies that:

1. She is the duly elected Chief Executive Officer of Imunon, Inc., a Delaware corporation (“Corporation”).
2. A resolution was adopted and approved by the Board of Directors of the Corporation by unanimous written consent on September 28, 2026 authorizing and approving the Certificate of Designation of Preferences and Rights of Series B Preferred Stock of the Corporation set forth in Exhibit A attached hereto.
3. No shares of Series B Preferred Stock have been issued as of the date hereof.

IN WITNESS WHEREOF, the undersigned does hereby execute this Certificate, and does hereby acknowledge that this instrument constitutes her act and deed and that the facts stated herein are true.

Imunon, Inc.

By: /s/ Stacy R. Lindborg

Name: Stacy R. Lindborg

Title: Chief Executive Officer

Dated: September 28, 2026

CERTIFICATE OF DESIGNATION OF PREFERENCES AND RIGHTS OF
SERIES B PREFERRED STOCK

of

Imunon, Inc.
a Delaware corporation

Section 1. Definitions. Capitalized terms used but not otherwise defined herein shall have meanings set forth in Section 13 below.

Section 2. Powers and Rights of Series B Preferred Stock. There is hereby designated a class of Preferred Stock of the Corporation as the Series B Preferred Stock, par value \$0.01 per share, of the Corporation (the "Series B Stock"). The number of shares, powers, terms, conditions, designations, preferences and privileges, relative, participating, optional and other special rights, and qualifications, limitations and restrictions of the Series B Stock shall be as set forth in this Certificate of Designation of Preferences and Rights of Series B Stock (this "Certificate of Designation"). For purposes hereof, a holder of a share or shares of Series B Stock, with respect to their rights as related to the Series B Stock, shall be referred to as a "Series B Holder."

Section 3. Number and Stated Value. The number of authorized shares of the Series B Stock is two hundred (200) shares. Each share of Series B Stock shall have a stated value of \$12,000.00 (the "Stated Value").

Section 4. Ranking. Except (a) for the Corporation's Series A Preferred Stock, par value \$0.01 per share (the "Series A Stock"), which is Parity Stock (as defined below), and (ii) to the extent that the holders of at least a majority of the outstanding Series B Stock (the "Required Holders") expressly consent to the creation of Parity Stock or Senior Preferred Stock (as defined below), all shares of capital stock of the Corporation shall be junior in rank to all Series B Stock with respect to the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation (such junior stock is referred to herein collectively as "Junior Stock"). The rights of all such shares of capital stock of the Corporation shall be qualified by the rights, powers, preferences and privileges of the Series B Stock. Without limiting any other provision of this Certificate of Designation, without the prior written consent of the Required Holders, voting separately as a single class, the Corporation shall not hereafter authorize or issue any additional or other shares of capital stock that is (i) of senior rank to the Series B Stock in respect of the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation (collectively, the "Senior Preferred Stock"), or (ii) of pari passu rank to the Series B Stock in respect of the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation (collectively, the "Parity Stock"). In the event of the merger or consolidation of the Corporation with or into another corporation wherein the Corporation is the surviving entity, the shares of Series B Stock shall maintain their relative rights, powers, designations, privileges and preferences provided for herein and no such merger or consolidation shall provide for a result inconsistent therewith, subject to the other terms and conditions herein.

Section 5. Preferred Return.

- (a) Each share of Series B Stock shall accrue a rate of return on the Stated Value at the rate of eight percent (8%) per annum, to be determined pro rata for any fractional year periods (the “Preferred Return”). The Preferred Return shall accrue on each share of Series B Stock from the Issuance Date of such share, and shall be payable or otherwise settled as set forth herein. Following the occurrence of an Event of Default (as defined below), the Preferred Return will increase to the lesser of fifteen percent (15%) per annum or the maximum rate permitted under applicable law.
- (b) The Preferred Return shall compound daily and be payable on a quarterly basis, within five (5) Business Days following the end of each calendar quarter, either in cash or via the issuance to the applicable Series B Holder of an additional number of shares of Series B Stock equal to (i) the Preferred Return then accrued and unpaid, divided by (ii) the \$10,000 per share purchase price for the Series B Stock, with the election as to payment in cash or via the issuance of additional shares of Series B Stock to be determined in the discretion of the Corporation.
- (c) In the event that the Corporation elects to pay any Preferred Return via the issuance of shares of Series B Stock, no fractional shares of Series B Stock shall be issued, and the Corporation shall pay in cash the portion of such Preferred Return that would otherwise be payable via the issuance of a fractional share of Series B Stock.

Section 6. Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each share of Series B Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, but pari passu with any Parity Stock then outstanding, an amount per share of Series B Stock equal to the Stated Value at such time plus any accrued but unpaid Preferred Return (as applicable, the “Series B Preferred Liquidation Amount”). If upon any such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the Series B Preferred Liquidation Amount, the Series B Holders with respect to their shares of Series B Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. Following the payment of the Series B Preferred Liquidation Amount, if there are any remaining assets of the Corporation available for distribution to its stockholders, the Series B Stock shall not participate in such distributions.

Section 7. No Conversions. The Series B Stock shall not be convertible into shares of Common Stock or into any other class or series of stock of the Corporation.

Section 8. Corporation Optional Redemption.

- (a) Subject to the terms and conditions herein, at any time the Corporation may elect, in the sole discretion of the Board, to redeem all or any portion of the Series B Stock then issued and outstanding from all of the Series B Holders (a “Corporation Optional Redemption”) by paying to the applicable Series B Holders an amount in cash equal to the Series B Preferred Liquidation Amount then applicable to such shares of Series B Stock being redeemed in the Corporation Optional Redemption multiplied by one hundred ten percent (110%) (the “Redemption Price”). For the avoidance of doubt, any redemption made in connection with a Fundamental Transaction will be made at the Redemption Price.
- (b) The Corporation shall provide written notice of any Corporation Optional Redemption to the Series B Holder(s) within five (5) Business Days following the determination of the Board to consummate the applicable Corporation Optional Redemption, and thereafter such Corporation Optional Redemption shall be completed within five (5) Business Days following the delivery of such notice, and at such time the Corporation shall deliver to the Series B Holder(s) the Redemption Price in valid funds. Each Series B Holder agrees to execute and deliver to the Corporation such instruments and documents, and to take such actions, as reasonably required to consummate the Corporation Optional Redemption.

Section 9. Dividends and Distributions. The Series B Stock shall not participate in any dividends, distributions or payments to the holders of the Common Stock.

Section 10. Vote; Amendment.

- (a) Other than as set forth in Section 10(b), the Series B Stock shall not have any voting rights and shall not vote on any matter submitted to the holders of the Common Stock, or any class thereof, for a vote.
- (b) The Corporation may not, and shall not, amend or repeal this Certificate of Designation without the prior written consent of Series B Holders holding a majority of the Series B Stock then issued and outstanding, in which vote each share of Series B Stock then issued and outstanding shall have one vote, voting separately as a single class, in person or by proxy, either in writing without a meeting or at an annual or a special meeting of such Series B Holders, and any such act or transaction entered into without such vote or consent shall be null and void *ab initio*, and of no force or effect.

Section 11. Covenants. Until such time as no shares of Series B Stock remain outstanding, the Corporation and any subsidiary (to the extent applicable) will at all times comply with the following covenants:

- (a) The Corporation will timely file on the applicable deadline all reports required to be filed with the SEC pursuant to Sections 13 or 15(d) of the Exchange Act, and will take all reasonable action under its control to ensure that adequate current public information with respect to the Corporation, as required in accordance with Rule 144 of the Securities Act, is publicly available, and will not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would permit such termination.
- (b) The Corporation will cause the Common Stock to be listed or quoted for trading on any of NYSE, NYSE American or Nasdaq.
- (c) The Corporation will not issue any new shares of Series B Stock to anyone other than the initial holder of Series B Stock without the prior written consent of the Required Holders, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.
- (d) The Corporation will not increase the authorized shares of Common Stock or Preferred Stock without the prior written consent of the Required Holders, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.
- (e) The Corporation will ensure that trading in the Common Stock will not be suspended, halted, chilled, frozen, reach zero bid or otherwise cease trading on the Corporation's principal trading market.
- (f) The Corporation will not make any Restricted Issuance without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.
- (g) The Corporation shall not enter into any agreement or otherwise agree to any covenant, condition, or obligation that locks up, restricts in any way or otherwise prohibits the Corporation (i) from entering into a variable rate transaction with any Series B Holder or any Affiliate of any Series B Holder, or (ii) from issuing Common Stock, Preferred Stock, warrants, convertible notes, other debt securities, or any other of the Corporation's securities to any Series B Holder or any Affiliate of any Series B Holder.
- (h) With the exception of Permitted Liens, the Corporation will not pledge or grant a security interest in any of its assets without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.
- (i) The Corporation will not, and will not enter into any agreement or commitment to, dispose of any assets or operations that are material to the Corporation's operations without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

- (j) The Corporation will not, and will not enter into any agreement or commitment to, undertake or complete any reverse split of the Common Stock or any class of Preferred Stock without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion. Such consent may not be unreasonably withheld.
- (k) The Corporation will not, and will not enter into any agreement or commitment to, create, authorize, or issue any class of Preferred Stock (including additional issuances of Series B Stock) without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.
- (l) The Corporation will not consummate a Fundamental Transaction or enter into an agreement to consummate a Fundamental Transaction without the Required Holders' prior written consent, which consent may be granted or withheld in the Required Holders' sole and absolute discretion.

Section 12. Covenant Default.

- (a) Event of Default. The Required Holders may elect to declare an "Event of Default" if any of the following conditions or events shall occur and be continuing:
 - (i) The Corporation fails to fully comply with any covenant, obligation or agreement of the Corporation in this Certificate of Designation (other than payment or issuance defaults which are addressed in subparagraph (ii) below), or a breach of any covenant owed to any Series B Holder in any other agreement between the Corporation and such Series B Holder,) and such failure, if known to the Required Holders and reasonably possible of cure, is not cured within five (5) Business Days following receipt of notice to cure from the Required Holders;
 - (ii) The Corporation fails to pay any amount due and payable to the Series B Holders pursuant to and as required by this Certificate of Designation, or fails to issue any additional shares of Series B Stock to the Series B Holders pursuant to and as required by this Certificate of Designation, and such failure, if known to the Series B Holders and reasonably possible of cure, is not cured within five (5) Business Days following receipt of notice to cure from the Required Holders; or
 - (iii) The Corporation shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator; (2) make a general assignment for the benefit of the Corporation's creditors; or (3) commence a voluntary case under the U.S. Bankruptcy Code as now and hereafter in effect, or any successor statute.
- (b) Consequences of Events of Default. Upon the occurrence of an Event of Default, the Stated Value will automatically increase by fifteen percent (15%) (the "Default Effect"). The Default Effect may be applied up to three (3) times for three (3) separate Events of Default. If an Event of Default has occurred (i) the Series B Holders shall have the right to pursue any other remedies that the Required Holders may have under applicable law and/or in equity other than any rights to redemption; and (ii) the Series B Holders shall have the right to seek and receive injunctive relief from a court or an arbitrator prohibiting the Corporation from issuing any of its Common Stock or Preferred Stock to any party.
- (c) Expenses. In the event that any Series B Holder incurs expenses in the enforcement of its rights hereunder, including but not limited to reasonable attorneys' fees, then the Corporation shall immediately reimburse such Series B Holder the reasonable and documented costs thereof.

Section 13. Definitions. In addition to the terms defined elsewhere in this Certificate of Designation, the following terms, as used herein, have the following meanings:

- (a) "Affiliate" means, with respect to a specified Person, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with, the specified Person.
- (b) "Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

- (c) “Control” means (i) the possession, directly or indirectly, of the power to vote ten percent (10%) or more of the securities or other equity interests of a Person having ordinary voting power, (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, by contract or otherwise, or (iii) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.
- (d) “Equity Securities” means Common Stock of the Corporation, Preferred Stock of the Corporation and any option, warrant, or right to subscribe for, acquire or purchase Common Stock or Preferred Stock.
- (e) “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- (f) “Fundamental Transaction” means that (i) (A) the Corporation or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consolidate or merge with or into (whether or not the Corporation or any of its subsidiaries is the surviving corporation) any other person or entity, (B) the Corporation or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its respective properties or assets to any other person or entity, (C) the Corporation or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, allow any other person or entity to make a purchase, tender or exchange offer that is accepted by the holders of more than fifty percent (50%) of the outstanding shares of voting stock of the Corporation (not including any shares of voting stock of the Corporation held by the person or persons making or party to, or associated or affiliated with the persons or entities making or party to, such purchase, tender or exchange offer), (D) the Corporation or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other person or entity whereby such other person or entity acquires more than fifty percent (50%) of the outstanding shares of voting stock of the Corporation (not including any shares of voting stock of the Corporation held by the other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock or share purchase agreement or other business combination), (E) the Corporation or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, reorganize, recapitalize or reclassify the Common Stock, other than an increase in the number of authorized shares of Common Stock, (F) the Corporation transfers any material asset to any subsidiary, affiliate, person or entity under common ownership or control with the Corporation, or (G) the Corporation pays or makes any monetary or non-monetary dividend or distribution to its stockholders; or (ii) any “person” or “group” (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act and the rules and regulations promulgated thereunder) is or shall become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than fifty percent (50%) of the aggregate ordinary voting power represented by issued and outstanding voting stock of the Corporation.
- (g) “Issuance Date” means the date that the applicable shares of Series B Stock are issued to a Series B Holder.
- (h) “Liabilities” means liabilities, obligations or responsibilities of any nature whatsoever, whether direct or indirect, matured or un-matured, fixed or unfixed, known or unknown, asserted or unasserted, choate or inchoate, liquidated or unliquidated, secured or unsecured, absolute, contingent or otherwise, including any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost or expense.
- (i) “Permitted Liens” means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in favor of Investor under the Security Agreement or arising under the other Transaction Documents or any prior agreements between Company and Investor; and (c) Liens consented to in writing by Investor; “Lien” means, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance in, of, or on such property or the income therefrom, including, without limitation, the interest of a vendor or lessor under a conditional sale agreement, capital lease or other title retention agreement, or any agreement to provide any of the foregoing, and the filing of any financing statement or similar instrument under the UCC or comparable law of any jurisdiction; “Investor” means Streeterville Capital, LLC; and “Transaction Documents” means (i) this Certificate of Designation; (ii) the Certificate of Designation of Preferences and Rights of the Corporation’s Series A Preferred Stock; (iii) the following documents by and between the Corporation and the Investor: (a) the Securities Purchase Agreement, (b) Secured Promissory Note A-1, (c) the Exchange Agreement, (d) Secured Promissory Note B, and (e) the Security Agreement (the “Security Agreement”); (iv) the Deposit Account Control Agreement by and among Lakeside Bank, the Investor and IMNN Holdings, LLC; and (v) the Guaranty by CLSN Laboratories, Inc. and IMNN Holdings, LLC.

- (j) “Person” means a natural person, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.
- (k) “Restricted Issuance” means the (i) the issuance, incurrence or guaranty of any debt or additional Liabilities other than trade payables incurred in the ordinary course of business, (ii) the issuance of (a) any Equity Securities of the Corporation, including, without limitation any Common Stock or any class or series of Preferred Stock; or (b) any securities that are convertible into or exchangeable for shares of Common Stock or any class or series of Preferred Stock, other than in each of the foregoing clauses (i) and (ii), for any such issuances or sales to a Series B Holder as contemplated in this Certificate of Designation or otherwise to a Series B Holder or any of its Affiliates. For the avoidance of doubt, the issuance of Common Stock under, pursuant to, in exchange for or in connection with any contract or instrument, whether convertible or not, is deemed a Restricted Issuance for purposes hereof if the number of shares of Common Stock to be issued is based upon or related in any way to the market price of the Common Stock, including, but not limited to, Common Stock issued in connection with a Section 3(a)(9) exchange, a Section 3(a)(10) settlement, or any other similar settlement or exchange. Notwithstanding anything to the contrary in the foregoing, “Restricted Issuance” shall not include (i) Common Stock issued pursuant to “at-the-market” trading (ATM) facilities provided that, the total combined proceeds received by the Corporation from such ATM facilities may not exceed \$10,000,000; and (ii) any issuance of Common Stock, restricted stock units, options, warrants or other equity awards to Company employees and non-employee directors for compensatory purposes.
- (l) “SEC” means the United States Securities and Exchange Commission.
- (m) “Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

Section 14. Miscellaneous.

- (a) Legend. Any certificates representing the Series B Stock shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such stock certificates):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

- (b) Uncertificated Shares Lost or Mutilated Series B Stock Certificate. The Series B Stock shall be issued to each Series B Holder in uncertificated (book entry) form by the stock transfer agent of the Corporation unless a Series B Holder requests such Series B Stock be issued to such Series B Holder in certificated form. If any certificate for the Series B Stock held by the Series B Holder thereof shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the share of Series B Stock so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.
- (c) Interpretation. If the Corporation or any Series B Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable and documented attorney's fees and other reasonable and documented costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.
- (d) Waiver. Any waiver by the Corporation or a Series B Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation. The failure of the Corporation or a Series B Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation. Any waiver must be in writing.
- (e) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

THE EXCHANGE CONTEMPLATED HEREIN IS INTENDED TO COMPORT WITH THE REQUIREMENTS OF SECTION 3(a)(9) OF THE SECURITIES ACT OF 1933, AS AMENDED.

EXCHANGE AGREEMENT

This Exchange Agreement (this “**Agreement**”) is entered into as of September 28, 2026 (“**Effective Date**”) by and between Streeterville Capital, LLC, a Utah limited liability company (“**Lender**”), and Imunon, Inc., a Delaware corporation (“**Borrower**”). Certain capitalized terms are defined in Section 2 of this Agreement.

A. Borrower previously sold and issued to Lender that certain Secured Promissory Note A-1 dated June 2, 2026, in the original principal amount of \$2,720,000.00 (the “**Note**”) pursuant to that certain Securities Purchase Agreement dated June 2, 2026 between Lender and Borrower (the “**Purchase Agreement**,” and together with the Note and all other documents entered into in conjunction therewith, the “**Note Transaction Documents**”).

B. Subject to the terms of this Agreement, Borrower and Lender desire to partition a new Secured Promissory Note A-1 in the form of the Note (the “**Partitioned Note**”) in the original principal amount of \$1,200,000.00 (the “**Exchange Amount**”) from the Note and then cause the outstanding balance of the Note to be reduced by an amount equal to the Exchange Amount.

C. Borrower and Lender desire to exchange (such exchange is referred to as the “**Exchange**”) the Partitioned Note for 120 shares of Series B Preferred Stock (the “**Exchange Shares**”), according to the terms and conditions of this Agreement.

D. Other than the surrender of the Partitioned Note, no consideration of any kind whatsoever shall be given by Lender to Borrower in connection with this Agreement.

E. Lender and Borrower now desire to exchange the Partitioned Note for the Exchange Shares on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. Each of the parties hereto acknowledges and agrees that the recitals set forth above in this Agreement are true and accurate, are contractual in nature, and are hereby incorporated into and made a part of this Agreement.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms, as used herein, have the following meanings:

(a) “**Affiliate**” means, with respect to a specified Person, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with, the specified Person.

(b) “**Board**” means Borrower’s Board of Directors.

(c) “**Certificate of Designations**” means the Certificate of Designation of Preferences and Rights of Series B Preferred Stock filed with the Delaware Secretary of State, a copy of which is attached hereto as Exhibit A.

(d) “**Control**” means (a) the possession, directly or indirectly, of the power to vote 10% or more of the securities or other equity interests of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, by contractor otherwise, or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.

(e) “**Issuance Date**” means the date that the Exchange Shares are issued to Lender.

(f) “**Person**” means a natural person, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

(g) “**SEC**” means the United States Securities and Exchange Commission.

(h) “**Series B Preferred Stock**” means shares of Borrower’s Series B Preferred Stock, par value \$0.01.

(i) “**Transaction Documents**” means this Agreement, the Certificate of Designations and any other agreement, document, certificate or writing delivered or to be delivered in connection with this Agreement and any other document related to the Transactions related to the forgoing, including, without limitations, those delivered at the Closing.

(j) “**Transactions**” means the purchase and sale of the Exchange Shares and the other transactions contemplated in connection with the Exchange.

3. Partition. Effective as of the date hereof, Borrower and Lender agree that the Partitioned Note is hereby partitioned from the Note. Following such partition of the Note, Borrower and Lender agree that the Note shall remain in full force and effect, provided that the outstanding balance of the Note shall be reduced by an amount equal to the Exchange Amount.

4. Exchange. Pursuant to the terms and conditions of this Agreement, the Exchange shall occur with Lender surrendering the Partitioned Note to Borrower on the Issuance Date. On or prior to the Issuance Date, Borrower shall execute and deliver to its transfer agent the irrevocable instructions in the form attached hereto as Exhibit B, directing its transfer agent to issue and deliver the Exchange Shares in accordance therewith upon surrender to Borrower of the Partitioned Note. On the Issuance Date, the Partitioned Note shall be cancelled and all obligations of Borrower under the Partitioned Note shall be deemed fulfilled. The Exchange Shares are being issued in substitution of and exchange for and not in satisfaction of the Partitioned Note. The Exchange Shares shall not constitute a novation or satisfaction and accord of the Partitioned Note.

5. Closing. The closing of the transaction contemplated hereby (the “**Closing**”) along with the delivery of the Exchange Shares to Lender shall occur on the Issuance Date (“**Closing Date**”) or such other date that is mutually agreed to by Borrower and Lender by means of the exchange by express courier or email of .pdf documents, but shall be deemed to have occurred at the offices of Capital Law Partners PLLC in Lehi, Utah.

6. Holding Period and Tacking. Borrower represents, warrants and agrees that for the purposes of Rule 144 of the Securities Act of 1933, as amended, the holding period of the Partitioned Note and the Exchange Shares will include Lender's holding period of the Note from June 2, 2026. Borrower agrees not to take a position contrary to this Section 6 in any document, statement, setting, or situation.

7. Borrower's Representations, Warranties and Agreements. In order to induce Lender to enter into this Agreement, Borrower, for itself, and for its Affiliates, successors and assigns, hereby acknowledges, represents, warrants and agrees as follows: (a) Borrower has full power and authority to enter into this Agreement and to incur and perform all obligations and covenants contained herein, all of which have been duly authorized by all proper and necessary action, (b) no consent, approval, filing or registration with or notice to any governmental authority is required as a condition to the validity of this Agreement or the performance of any of the obligations of Borrower hereunder, (c) no event of default has occurred under the Note and any events of default that may have occurred thereunder have not been, and are not hereby, waived by Lender, (d) except as specifically set forth herein, nothing herein shall in any manner release, lessen, modify or otherwise affect Borrower's obligations under the Note, (e) the issuance of the Exchange Shares is duly authorized by all necessary corporate action and the Exchange Shares will be validly issued, fully paid and non-assessable, free and clear of all taxes, liens, claims, pledges, mortgages, restrictions, obligations, security interests and encumbrances of any kind, nature and description, except those under applicable securities laws, (f) Borrower has not received any consideration in any form whatsoever for entering into this Agreement, other than the surrender of the Partitioned Note, and (g) Borrower has taken no action which would give rise to any claim by any person for a brokerage commission, placement agent or finder's fee or other similar payment by Borrower related to this Agreement.

8. Lender's Representations, Warranties and Agreements. In order to induce Borrower to enter into this Agreement, Lender, for itself, and for its Affiliates, successors and assigns, hereby acknowledges, represents, warrants and agrees as follows: (a) Lender has full power and authority to enter into this Agreement and to incur and perform all obligations and covenants contained herein, all of which have been duly authorized by all proper and necessary action, (b) no consent, approval, filing or registration with or notice to any governmental authority is required as a condition to the validity of this Agreement or the performance of any of the obligations of Lender hereunder, and (c) Lender has taken no action which would give rise to any claim by any person for a brokerage commission, placement agent or finder's fee or other similar payment by Borrower related to this Agreement.

9. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Utah, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Utah or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Utah. The provisions set forth in the Purchase Agreement to determine the proper venue for any disputes are incorporated herein by this reference. **BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY.**

10. Arbitration of Claims. Any disputes arising under or in connection with this Agreement, the Exchange Shares, the Certificate of Designations or the Transactions, shall be subject to the Arbitration Provisions (as defined in the Purchase Agreement) attached as an exhibit to the Purchase Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic transmission (including email) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile transmission or other electronic transmission (including email) shall be deemed to be their original signatures for all purposes.

12. Attorneys' Fees. In the event of any action at law or in equity to enforce or interpret the terms of this Agreement, the parties agree that the party who is awarded the most money shall be deemed the prevailing party for all purposes and shall therefore be entitled to an additional award of the full amount of the attorneys' fees and expenses paid by such prevailing party in connection with the litigation and/or dispute without reduction or apportionment based upon the individual claims or defenses giving rise to the fees and expenses. Nothing herein shall restrict or impair a court's power to award fees and expenses for frivolous or bad faith pleading.

13. No Reliance. Each of Borrower and Lender acknowledges and agrees that neither the other party to this Agreement nor any of its officers, directors, members, managers, equity holders, representatives or agents has made any representations or warranties to Borrower or Lender, as applicable, or any of its agents, representatives, officers, directors, or employees except as expressly set forth in this Agreement and the Transaction Documents and, in making its decision to enter into the transactions contemplated by this Agreement, neither Borrower nor Lender is on any representation, warranty, covenant or promise of Lender or Borrower, as applicable, or its officers, directors, members, managers, equity holders, agents or representatives other than as set forth in this Agreement.

14. Severability. If any part of this Agreement is construed to be in violation of any law, such part shall be modified to achieve the objective of the parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.

15. Entire Agreement. This Agreement, together with the Transaction Documents, and all other documents referred to herein, supersedes all other prior oral or written agreements between Borrower, Lender, and their respective Affiliates and Persons acting on such party's behalf with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Lender nor Borrower makes any representation, warranty, covenant or undertaking with respect to such matters.

16. Amendments. This Agreement may be amended, modified, or supplemented only by written agreement of the parties. No provision of this Agreement may be waived except in writing signed by the party against whom such waiver is sought to be enforced.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement or any of the severable rights and obligations inuring to the benefit of or to be performed by Lender hereunder may be assigned by Lender to a third party, including its financing sources, in whole or in part, provided that such third party agrees in writing to be bound by the provisions of the Transaction Documents that apply to Lender. Borrower may not assign this Agreement or any of its obligations herein without the prior written consent of Lender.

18. Continuing Enforceability; Conflict Between Documents. Except as otherwise modified by this Agreement, the Note and each of the other Note Transaction Documents shall remain in full force and effect, enforceable in accordance with all of their original terms and provisions. This Agreement shall not be effective or binding unless and until it is fully executed and delivered by Lender and Borrower. If there is any conflict between the terms of this Agreement, on the one hand, and the Note or any other Transaction Document, on the other hand, the terms of this Agreement shall prevail.

19. Time of Essence. Time is of the essence with respect to each and every provision of this Agreement.

20. Notices. Unless otherwise specifically provided for herein, all notices, demands or requests required or permitted under this Agreement to be given to Borrower or Lender shall be given as set forth in the "Notices" section of the Purchase Agreement.

21. Further Assurances. Each party shall do and perform or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

BORROWER:

IMUNON, INC.

By: /s/ Stacy R. Lindborg
Stacy R. Lindborg, CEO

LENDER:

STREETERVILLE CAPITAL, LLC

By: /s/ John M. Fife
John M. Fife, President

[Signature Page to Exchange Agreement]

EXHIBIT A

Certificate of Designation of Preferences and Rights of Series B Preferred Stock

EXHIBIT B

Irrevocable Transfer Agent Instructions