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Asfiled with the Securities and Exchange Commission on September 4, 2024

RegistrationNo. 333- UNITEDSTATESSECURITIESAND EXCHANGE COMMISSIONWashington,D.C. 20549

FORMS-1REGISTRATIONSTATEMENTUNDERTHESECURITIES ACT OF 1933

EnvericBiosciences, Inc.(Exactname of registrant as specified in its charter) Delaware 2834 95-4484725 (State or other jurisdiction of incorporation or organization) (Primary Standard Industrial Classification Code Number) (I.R.S. Employer Identification Number) 4851Tamiami Trail N, Suite 200Naples,FL 34103(Address,including zip code, and telephone number, includingareacode, of registrant's principal executive offices)

JosephTuckerChiefExecutive OfficerEnvericBiosciences, Inc.4851Tamiami Trail N, Suite 200Naples,FL 34103(239)302-1707(Name,address, including zip code, and telephone number, including area code, of agent for service)

Copiesto:BradleyJ. Wyatt, Esq.AdinJ. Tarr, Esq.DickinsonWright PLLC1850N. Central Avenue Suite 1400PhoenixAZ 85004(734)623-1905

Approximatedate of commencement of proposed sale to the public:Fromtime to time after this registration statement becomes effective, as determined by the selling stockholder.

Ifany of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under theSecurities Act of 1933, check the following box.

Ifthis Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check thefollowing box and list the Securities Act registration statement number of the earlier effective registration statement for the sameoffering.

Ifthis Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list theSecurities Act registration statement number of the earlier effective registration statement for the same offering.

Ifthis Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list theSecurities Act registration statement number of the earlier effective registration statement for the same offering.

Indicateby check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reportingcompany or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-acceleratedfiler Smaller reporting company Emerging growth company

Ifan emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complyingwith any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act.

STATEMENTPURSUANT TO RULE 429

Theregistrant is filing a single prospectus in this registration statement, pursuant to Rule 429 under the Securities Act of 1933. The prospectusis a combined prospectus relating to (i) 4,900,000 shares of the Common Stock of Enveric Biosciences, Inc., a Delaware corporation (the"Company") that are being newly registered hereunder and (ii) 1,279,880 shares of Common Stock that are currently registeredunder the Registration Statement on Form S-1 filed with the Securities and Exchange Commission (the"SEC") on November 8,2023 and amended on December 1, 2023, which was declared effective by the SEC on December 5, 2023 (SEC File No. 333-275380) (the "PriorRegistration Statement") and remain unsold by the Selling Stockholder listed therein. Pursuant to Rule 429 under the SecuritiesAct of 1933, as amended (the"Securities Act"), this registration statement on Form S-1 upon effectiveness will serve asa post-effective amendment to the Prior Registration Statement. If any securities previously registered under the Prior RegistrationStatement are offered and sold before the effective date of this registration statement, the amount of previously registered securitiesso sold will not be included in the prospectus hereunder.

TheRegistrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until theRegistrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effectivein accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such dateas the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Theinformation contained in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registrationstatement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securitiesand it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS SUBJECT TO COMPLETION DATED SEPTEMBER 4, 2024

4,900,000Shares of Common Stock

EnvericBiosciences, Inc.

Thisprospectus relates to the offer and resale of up to 4,900,000 shares of our common stock, par value \$0.01 per share, by Lincoln ParkCapital Fund, LLC, which we refer to in this prospectus as Lincoln Park or the selling stockholder.

Theshares of common stock being offered by the selling stockholder consist of:

— up to 4,900,000 shares of common stock that we may elect to issue and sell to Lincoln Park, in our sole discretion from time to time after the effective date of this prospectus (the"Purchase Shares"), pursuant to a purchase agreement, dated as of November 3, 2023, that we entered into with Lincoln Park, which we refer to in this prospectus as the"Purchase Agreement", providing for up to \$9,422,346 of gross proceeds. SeeThe Lincoln Park Transactionfor descriptions of the Purchase Agreement and Selling Stockholderfor additionalinformation regarding Lincoln Park.

Pursuantto this prospectus, we may receive gross proceeds of up to \$9,422,346 from the sale of our common stock to Lincoln Park under the PurchaseAgreement, from time to time, in our discretion after the date of the registration statement of which this prospectus is a part is declaredeffective and after satisfaction of other conditions in the Purchase Agreement. We are not selling any securities under this prospectusand will not receive any of the proceeds from the sale of the shares by the selling stockholder.

OnNovember 8, 2023, we filed a Registration Statement on Form S-1, and an amendment to such Registration Statement on Form S-1 on December1, 2023, which was declared effective by the SEC on December 5, 2023 (SEC File No. 333-275380) that covered the resale by the sellingstockholder of up to 1,279,880 shares of our common stock, comprised of: (i) up to 1,140,477 shares of our common stock reserved forsale to Lincoln Park under the Purchase Agreement from time to time after the date of such prospectus, and (ii) 139,403 shares of ourcommon stock that were issued to Lincoln Park on November 3, 2023 (the"Commitment Shares") in lieu of a cash fee for makingits irrevocable commitment to purchase our common stock under the Purchase Agreement (the"Prior Registration Statement").As of July 30, 2024, we issued 1,279,880 shares, including the Commitment Shares, registered pursuant to Prior Registration Statementfor a total gross cash proceeds of \$577,654.

LincolnPark may sell the shares of our common stock described in this prospectus in a number of different ways and at varying prices. The pricethat Lincoln Park will pay for the shares to be resold pursuant to this prospectus will depend upon the timing of sales and will fluctuatebased on the trading price of our common stock. Lincoln Park is an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act of 1933, as amended (the"Securities Act").

Thepurchase price for the Purchase Shares will be

based upon formulae set forth in the Purchase Agreement and described in this prospectus depending on the type of purchase notice we submit to Lincoln Park from time to time. We will pay the expenses incurred in registering the shares of our common stock, including legal and accounting fees. See “Plan of Distribution” on page 18 for more information about how Lincoln Park may sell the shares of common stock being registered pursuant to this prospectus. Our common stock is listed on the Nasdaq Capital Market LLC (“Nasdaq”) under the symbol “ENVB”. The last reported sale price of our common stock on Nasdaq on August 30, 2024 was \$0.51 per share. We are a smaller reporting company under applicable Securities and Exchange Commission rules and will be subject to reduced public company reporting requirements. Investing in our securities is highly speculative and involves a high degree of risk. See “Risk Factors” beginning on page 6 of this prospectus and in the documents incorporated by reference into this prospectus for a discussion of information that should be considered in connection with an investment in our securities. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense. The date of this prospectus is [—], 2024.

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**ABOUT THIS PROSPECTUS**

This prospectus forms part of a registration statement that we filed with the Securities and Exchange Commission, or SEC, and that includes exhibits that provide more detail of the matters discussed in this prospectus. You should read this prospectus and the related exhibits filed with the SEC, together with the additional information described under the headings “Where You Can Find More Information” and “Incorporation of Certain Information by Reference” before making your investment decision. You should rely only on the information provided in this prospectus or any free writing prospectuses or amendments thereto. Neither we, nor the selling stockholder, have authorized anyone else to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. You should assume that the information in this prospectus is accurate only as of the date hereof. Our business, financial condition, results of operations and prospects may have changed since that date. Neither we, nor the selling stockholder, are offering to sell or seeking offers to purchase these securities in any jurisdiction where the offeror sale is not permitted. We have not done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the securities as to distribution of the prospectus outside of the United States.

**PROSPECTUS SUMMARY**

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information that you should consider before making your investment decision. Before investing in our securities, you should carefully read this entire prospectus and the documents incorporated by reference herein, including the “Risk Factors” section in this prospectus and under similar captions in the documents incorporated by reference into this prospectus. If any of the risks materialize, our business, financial condition, operating results, and prospects could be materially and adversely affected. In that event, the price of our securities could decline, and you could lose part or all of your investment. Unless we state otherwise or the context otherwise requires, the terms “we,” “us,” “our,” “our business,” “the Company” and “Enveric” refer to and similar references refer to Enveric Biosciences Inc. and its consolidated subsidiaries.

**Overview**

Enveric Biosciences is a biotechnology company dedicated to the development of novel neuroplasticogenic small-molecule therapeutics for the treatment of depression, anxiety, and addiction disorders. Leveraging its unique discovery and development platform, the Psybrary®, Enveric has created a robust intellectual property portfolio of new chemical entities for specific mental health indications. Enveric’s lead program, the EVM201 Series, comprises next generation synthetic prodrugs of the active metabolite, psilocin. Enveric is developing the first product from the EVM201 Series “EB-002 (formerly EB-373)” for the treatment of psychiatric disorders. Enveric is also advancing its second program, the EVM301 Series “EB-003” expected to offer a first-in-class, new approach to the treatment of difficult-to-address mental health disorders, mediated by the promotion of neuroplasticity without also inducing hallucinations in the patient.

**Corporate Information**

We were incorporated under the laws of the State of Delaware in February 1994 as Spatializer Audio Laboratories, Inc., which was a shell company immediately prior to the completion of a reverse merger transaction on May 26, 2015, whereby Ameri100 Acquisition, Inc., a Delaware corporation and newly created, wholly owned subsidiary, was merged with and into Ameri and Partners Inc., a Delaware corporation (the “2015 Merger”). In connection with the 2015 Merger, we changed our name to AMERI Holdings, Inc. The Ameri business ceased to be part of the Company on December 30, 2020, pursuant to a spin-off transaction. On December 30, 2020, we completed a tender offer to purchase all of the outstanding common shares of Jay Pharma Inc., a Canada corporation, for shares of Company common stock or certain preferred stock, and changed our name to “Enveric Biosciences, Inc.” Our principal corporate office is located at Enveric Biosciences, Inc., 4851 Tamiami Trail N, Suite 200, Naples, Florida 34103, telephone (239) 302-1707. Our internet address is <https://www.enveric.com/>. The information contained on, or that can be accessed through, our website is not a part of this prospectus. Our trademarks and trade names include, but may not be limited to, “Enveric,” and the Enveric logo. On May 24, 2021, the Company entered into an Amalgamation Agreement (the “Amalgamation Agreement”) with 1306432 B.C. Ltd., a corporation existing under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Company (“HoldCo”), 1306436 B.C. Ltd., a corporation existing under the laws of the Province of British Columbia and a wholly-owned subsidiary of HoldCo (“Purchaser”), and MagicMed Industries Inc., a corporation existing under the laws of the Province of British Columbia (“MagicMed”), pursuant to which, among other things, the Company, indirectly through Purchaser, acquired all of the outstanding securities of MagicMed in exchange for securities of the Company by way of an amalgamation under the British Columbia Business Corporations Act, upon the terms and conditions set forth in the Amalgamation Agreement, such that, upon completion of the Amalgamation, the amalgamated corporation (“Amalco”) will be an indirect wholly-owned subsidiary of the Company. The Amalgamation was completed on September 16, 2021. On March 21, 2023, the Company established Enveric Therapeutics, an Australia-based subsidiary, to support the Company’s plans to advance its lead program, the EVM201 Series, comprised of the next generation synthetic prodrugs of the active metabolite, psilocin, towards the clinic. Enveric Therapeutics will oversee the Company’s preclinical, clinical, and regulatory activities in Australia, including ongoing interactions with the local Human Research Ethics Committees

(“HREC”) and the Therapeutic Goods Administration, Australia’s regulatory authority. Following our amalgamation with MagicMed completed in September 2021 (the “Amalgamation”), we have continued to pursue the development of MagicMed’s proprietary psychedelic derivatives library, the Psybrary, which we believe will help us to identify and develop the right drug candidates needed to address mental health challenges, including anxiety. We synthesize novel versions of classic psychedelics, such as psilocybin, N,N-Dimethyltryptamine (“DMT”), mescaline and MDMA, using a mixture of chemistry and synthetic biology, resulting in the expansion of the Psybrary, which includes 15 patent families with over a million potential variations and hundreds of synthesized molecules. Within the Psybrary, we have three different types of molecules, Generation 1 (classic psychedelics), Generation 2 (pro-drugs), and Generation 3 (new chemical entities). We screen newly synthesized molecules in the Psybrary through PsyAI, a proprietary artificial intelligence (AI) tool. Leveraging AI systems is expected to reduce the time and cost of pre-clinical, clinical, and commercial development. We believe it streamlines pharmaceutical design by predicting ideal binding structures of molecules, manufacturing capabilities, and pharmacological effects to help determine ideal drug candidates, tailored to each indication. Each of these molecules that we believe are patentable can then be further screened to see how changes to its makeup alter its effects in order to synthesize additional new molecules. New compounds of sufficient purity are undergoing pharmacological screening, including non-clinical (receptors/cell lines), preclinical (animal), and ultimately clinical (human) evaluations. We intend to utilize our Psybrary and the AI tool to categorize and characterize the Psybrary’s substituents to focus on bringing more psychedelics-inspired molecules from discovery to the clinical phase. The Company has created over 1,000 novel compounds that are housed in the Psybrary. Our primary focus is to develop our lead asset EB-003. At this stage, we have entered into non-binding term sheets with strategic partners that out-license molecules from the Psybrary. Going forward we intend to both develop intellectual property and license intellectual property from pharmaceutical and biotechnology companies and research institutions which would cover research stage and clinical stage assets to build a pipeline of product candidates. Our pipeline of product candidates and key ongoing development programs are shown in the tables below:

Product Candidates	Targeted Indications	Partner(s)	Status	Expected Next Steps
EB-002 Second-generation psychedelic asset: prodrug of psilocin	Anxiety		Pre-Clinical Development	Filing of HREC for FIH study in Australia
EB-003 Third-generation psychedelic-inspired new chemical entity	Mental health indication		Pre-Clinical Development	IND Filing

The Lincoln Park Equity-Line. On November 3, 2023, we entered into the Purchase Agreement with Lincoln Park, pursuant to which, subject to the terms and conditions set forth therein, we may sell to Lincoln Park up to an aggregate of \$10.0 million of our common stock from time to time over the term of the Purchase Agreement. Pursuant to the Purchase Agreement, we issued 139,403 Commitment Shares to Lincoln Park as a fee for making its irrevocable commitment to purchase our common stock under the Purchase Agreement. On November 3, 2023, we entered into a registration rights agreement with Lincoln Park, which we refer to in this prospectus as the “Registration Rights Agreement,” pursuant to which we filed with the SEC the registration statement that includes this prospectus to register for resale under the Securities Act, the shares of our common stock that have been or may be issued to Lincoln Park under the Purchase Agreement. On November 8, 2023, we filed a Registration Statement on Form S-1, and an amendment to such Registration Statement on Form S-1 on December 1, 2023, which was declared effective by the SEC on December 5, 2023 (SEC File No. 333-275380) that covered the resale by the selling stockholder of up to 1,279,880 shares of our common stock, comprised of: (i) up to 1,140,477 shares of our common stock reserved for sale to Lincoln Park under the Purchase Agreement from time to time after the date of such prospectus, and (ii) 139,403 Commitment Shares issued to Lincoln Park in lieu of a cash fee for making its irrevocable commitment to purchase our common stock under the Purchase Agreement (the “Prior Registration Statement”). As of July 30, 2024, we issued 1,279,880 shares, including the Commitment Shares, registered pursuant to the Prior Registration Statement for a total gross cash proceeds of \$577,654. Such sales of common stock by the Company, if any, will be subject to certain limitations set forth in the Purchase Agreement, and may occur from time to time, at the Company’s sole discretion, and may continue from the effective date of this Prospectus (the “Effective Date”) through December 6, 2025 (the “Maturity Date”). From and after the Effective Date, we may, from time to time and at our sole discretion until the Maturity Date, on any business day that we select, direct Lincoln Park to purchase up to 25,000 shares of our common stock if the price is not below \$0.10, up to 30,000 shares if not below \$5.00, and up to 35,000 if the price is not below \$10.00, subject to a maximum commitment of \$500,000 per purchase, which we refer to in this prospectus as “Regular Purchases.” The purchase price per share of common stock sold in each such Regular Purchase, if any, will be equal to the lesser of (i) the lowest sale of the common stock during the Purchase Date or (ii) the average of the three (3) lowest sale prices of the common stock during the ten (10) business days prior to the Purchase Date. In addition to Regular Purchases, provided that we have directed Lincoln Park to purchase the maximum amount of shares that we are then able to sell to Lincoln Park in a Regular Purchase, we may, in our sole discretion, also direct Lincoln Park to purchase additional shares of common stock in “accelerated purchases,” and “additional accelerated purchases” as set forth in the Purchase Agreement, provided that all shares of common stock subject to all prior Regular Purchases, accelerated purchases and additional accelerated purchases (as applicable) that we have effected under the Purchase Agreement have been received by Lincoln Park before we deliver notice to Lincoln Park for the applicable accelerated purchase or additional accelerated purchase in accordance with the Purchase Agreement. We will control the timing and amount of any sales of our common stock to Lincoln Park. The purchase price of the shares of our common stock that may be sold to Lincoln Park in Regular Purchases, accelerated purchases, and additional accelerated purchases under the Purchase Agreement will be based on the market price of our common stock immediately preceding the time of sale as computed under the Purchase Agreement. The purchase price per share will be equitably adjusted as provided in the Purchase Agreement for any reorganization, recapitalization, non-cash dividend, stock split, or other similar transaction as set forth in the Purchase Agreement. We may at any time in our sole discretion terminate the Purchase Agreement without fee, penalty or cost upon one business day notice. In the event of bankruptcy proceedings by or against us, the Purchase Agreement will automatically terminate without action of any party. No termination of the Purchase Agreement will be effective during the pendency of any Regular Purchase, accelerated purchase or additional accelerated purchase that has not then fully settled in accordance with the Purchase Agreement. There are no restrictions on future financings, rights of first refusal, participation rights, penalties or liquidated damages in the Purchase Agreement or Registration Rights Agreement, except the Company is prohibited (with certain specified exceptions set forth in the Purchase Agreement) from effecting or entering into an agreement to effect an “equity line of credit” or other continuous offering or similar offering in which the Company may issue and

sell common stock, from time to time over a certain period of time, at future determined prices based on the market prices of the common stock at the time of each such issuance and sale. Lincoln Park has represented to us that at no time prior to the time of execution of the Purchase Agreement has Lincoln Park or its agents, representatives or affiliates engaged in or effected, in any manner whatsoever, directly or indirectly, any short sale (as such term is defined in Rule 200 of Regulation SHO under the Exchange Act) of our Common Stock or any hedging transaction, which establishes a net short position with respect to our Common Stock. Lincoln Park agreed that during the term of the Purchase Agreement, it, its agents, representatives or affiliates will not enter into or effect, directly or indirectly, any of the foregoing transactions.

As of August 30, 2024, there were 8,919,920 shares of our common stock outstanding. Although the Purchase Agreement provides that we may sell up to an aggregate of \$10.0 million of our common stock to Lincoln Park, we have already sold 1,279,880 shares, under a separate prospectus as part of the Prior Registration Statement, which included the 139,403 Commitment Shares that we already issued to Lincoln Park as a fee for making its irrevocable commitment to purchase our common stock under the Purchase Agreement. The purpose of this registration statement on Form S-1 is to register the Purchase Shares for resale by Lincoln Park, pursuant to the terms of the Purchase Agreement and the Registration Rights Agreement. Depending on the market prices of our common stock at the time we elect to issue and sell shares of our common stock to Lincoln Park under the Purchase Agreement, we may need to register for resale under the Securities Act additional shares of our common stock in order to receive aggregate gross proceeds equal to the \$10.0 million total commitment available to us under the Purchase Agreement. If we elect to issue and sell to Lincoln Park under the Purchase Agreement more than the 4,900,000 shares of our common stock being registered for resale by Lincoln Park under this prospectus, which we have the right, but not the obligation, to do, we must first register for resale under the Securities Act any such additional shares of our common stock, which could cause additional substantial dilution to our stockholders. The number of shares of our common stock ultimately offered for resale by Lincoln Park is dependent upon the number of shares of our common stock we ultimately decide to sell to Lincoln Park under the Purchase Agreement.

In no event may we issue or sell to Lincoln Park under the Purchase Agreement shares of our common stock in excess of 7,692,308 shares (including the shares registered under the Prior Registration Statement), which represents the amount approved by our stockholders at the Company's Annual Meeting of Stockholders on November 2, 2023 pursuant to Nasdaq Marketplace Rules 5635(a), (b), and (d), which limitation we refer to as the Stockholder Approved Exchange Cap, unless we obtain further stockholder approval to issue shares of our common stock in excess of the Stockholder Approved Exchange Cap. The Purchase Agreement prohibits us from directing Lincoln Park to purchase any shares of our common stock if those shares of our common stock, when aggregated with all other shares of our common stock then beneficially owned by Lincoln Park and its affiliates, would result in Lincoln Park having beneficial ownership, at any single point in time, of more than 9.99% of the then total outstanding shares of our common stock, as calculated pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and Rule 13d-3 thereunder, which limitation we refer to as the Beneficial Ownership Cap. Issuances of our common stock to Lincoln Park under the Purchase Agreement will not affect the rights or privileges of our existing stockholders, except that the economic and voting interests of each of our existing stockholders will be diluted as a result of any such issuance. Although the number of shares of our common stock that our existing stockholders own will not decrease, the shares of our common stock owned by our existing stockholders will represent a smaller percentage of our total outstanding shares of our common stock after any such issuance of shares of our common stock to Lincoln Park under the Purchase Agreement. There are substantial risks to our stockholders as a result of the sale and issuance of common stock to Lincoln Park under the Purchase Agreement. See "Risk Factors." Corporate Information

Our primary executive offices are located at 4851 Tamiami Trail N, Suite 200 Naples, FL 34103 and our telephone number is (239) 302-1707. Our website address is [www.enveric.com](http://www.enveric.com). The information contained on, or that can be accessed through, our website is not part of this prospectus and should not be considered as part of this prospectus or in deciding whether to purchase our securities. Psybrary, PsyAI and our logo are some of our trademarks used in this prospectus. This prospectus also includes trademarks, tradenames and servicemarks that are the property of other organizations. Solely for convenience, our trademarks and tradenames referred to in this prospectus may appear without the ® and ™ symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks and tradenames.

Implications of Being a Smaller Reporting Company

We are a smaller reporting company as defined in the Exchange Act, and we will remain a smaller reporting company until the fiscal year following:

- The determination that our voting and non-voting common stock held by non-affiliates is more than \$250 million measured on the last business day of our second fiscal quarter; or
- Our annual revenue is more than \$100 million during the most recently completed fiscal year and our voting and non-voting common stock held by non-affiliates is more than \$700 million measured on the last business day of our second fiscal quarter.

Smaller reporting companies are able to provide simplified executive compensation disclosure and have certain other reduced disclosure obligations, including, among other things, being required to provide only two years of audited financial statements and not being required to provide selected financial data, supplemental financial information or risk factors.

Further, as a non-accelerated filer, we will not be required to provide an auditor attestation of management's assessment of internal control over financial reporting, which is generally required for SEC reporting companies under Sarbanes-Oxley Act Section 404(b), and, in contrast to other reporting companies, we will have more time to file our annual and periodic reports.

4 THE OFFERING

Shares of our common stock offered by the selling stockholder

Up to 4,900,000 shares of common stock consisting of:

- up to 4,900,000 shares of our common stock that we may issue and sell to Lincoln Park from time to time under the Purchase Agreement from and after the effective date of this prospectus until the Maturity Date.
- Selling stockholder

Lincoln Park Capital Fund, LLC. See "Selling Stockholder" on page 14 of this prospectus.

Common stock outstanding prior to this offering

8,919,920 shares.

Common stock outstanding immediately after this offering

13,819,920 shares, assuming the sale of 4,900,000 shares. The actual number of shares issued will vary depending on the sales prices in this offering.

Use of Proceeds

We will receive no proceeds from the sale of shares of our common stock by Lincoln Park pursuant to this prospectus. We may receive up to an additional \$9,422,346 aggregate gross proceeds under the Purchase Agreement from any sales of shares of our common stock we make to Lincoln Park pursuant to the Purchase Agreement, assuming that we sell the full amount of our common stock that we have the right, but not the obligation to sell to Lincoln Park under the Purchase Agreement. Any proceeds that we receive from sales of shares of our common stock to Lincoln Park under the Purchase Agreement will be used for general corporate purposes. See "Use of Proceeds."

Nasdaq Capital Markets Symbols

Our common stock is listed on Nasdaq under the symbol ENVB.

Risk Factors

Investment in our

securities involves a high degree of risk and could result in a loss of your entire investment. See “Risk Factors” beginning on page 6, and the other information included and incorporated by reference in this prospectus for a discussion of the factors you should consider carefully before deciding to invest in our securities. The number of shares of our common stock to be outstanding immediately after this offering is based on 8,919,920 shares of our common stock outstanding as of August 30, 2024 and excludes, as of such date, the following: 23,082 shares of our Common Stock issuable upon exercise of outstanding options granted under our equity incentive plans at a weighted average exercise price of \$62.77 per share; 6,257 shares of our Common Stock available for issuance or future grant pursuant to our equity incentive plan; 372,142 shares of our Common Stock issuable upon vesting of restricted stock units granted, inclusive of 16,026 shares previously vested and unissued, under our equity incentive plans; and 844,607 shares of our Common Stock issuable upon exercise of outstanding warrants at a weighted average exercise price of \$35.78 per share and 70,000 shares of our Common Stock issuable upon exercise of outstanding investment options at a weighted average exercise price of \$10.00 per share. 5

**RISK FACTORS** An investment in our securities involves a high degree of risk. Before deciding whether to purchase our securities, including the shares of common stock offered by this prospectus, you should carefully consider the risks and uncertainties described under “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, any subsequent Quarterly Report on Form 10-Q and our other filings with the SEC, all of which are incorporated by reference herein. If any of these risks actually occur, our business, financial condition and results of operations could be materially and adversely affected and we may not be able to achieve our goals, the value of our securities could decline and you could lose some or all of your investment. Additional risks not presently known to us or that we currently believe are immaterial may also significantly impair our business operations. If any of these risks occur, our business, results of operations or financial condition and prospects could be harmed. In that event, the market price of our common stock, and you could lose all or part of your investment. It is not possible to predict the actual number of shares of common stock we may sell to Lincoln Park under the Purchase Agreement, or the actual gross proceeds resulting from those sales. Because the purchase price per share to be paid by Lincoln Park for the shares of common stock that we may elect to sell to Lincoln Park under the Purchase Agreement, if any, will fluctuate based on the market prices of our common stock at the time we elect to sell shares to Lincoln Park pursuant to the Purchase Agreement, if any, it is not possible for us to predict, as of the date of this prospectus and prior to any such sales, the number of shares of common stock that we will sell to Lincoln Park under the Purchase Agreement, the purchase price per share that Lincoln Park will pay for shares purchased from us under the Purchase Agreement, or the aggregate gross proceeds that we will receive from those purchases by Lincoln Park under the Purchase Agreement. Lincoln Park may sell the shares of our common stock described in this prospectus in a number of different ways and at varying prices. The number of shares of our common stock ultimately offered for sale by Lincoln Park is dependent upon the number of shares of common stock, if any, we ultimately sell to Lincoln Park under the Purchase Agreement. The terms of the Purchase Agreement limit the amount of shares of common stock we may issue to Lincoln Park, which may limit our ability to utilize the arrangement to enhance our cash resources. The Purchase Agreement includes restrictions on our ability to sell shares of common stock to Lincoln Park, including, subject to specified limitations, if a sale would cause Lincoln Park and its affiliates to exceed the Beneficial Ownership Cap. Accordingly, we cannot guarantee that we will be able to sell all the Purchase Shares in this offering. If we cannot sell the full amount of the shares of common stock that Lincoln Park has committed to purchase because of these limitations, we may be required to utilize more costly and time-consuming means of accessing the capital markets, which could materially adversely affect our liquidity and cash position. If we choose to sell more shares of common stock than are offered under this prospectus, we must first register for resale under the Securities Act such additional shares of common stock. Investors who buy shares at different times will likely pay different prices. Pursuant to the Purchase Agreement, we will have discretion, subject to market demand, to vary the timing, prices, and numbers of shares sold to Lincoln Park. If and when we do elect to sell shares of our common stock to Lincoln Park pursuant to the Purchase Agreement, after Lincoln Park has acquired such shares, Lincoln Park may resell all, some or none of such shares at any time or from time to time in its discretion and at different prices. As a result, investors who purchase shares from Lincoln Park in this offering at different times will likely pay different prices for those shares, and so may experience different levels of dilution and in some cases substantial dilution and different outcomes in their investment results. Investors may experience a decline in the value of the shares they purchase from Lincoln Park in this offering as a result of future sales made by us to Lincoln Park at prices lower than the prices such investors paid for their shares in this offering. The sale or issuance of our common stock to Lincoln Park may cause dilution and the sale of the shares of common stock by Lincoln Park that it acquires pursuant to the Purchase Agreement, or the perception that such sales may occur, could cause the price of our common stock to decrease. On November 3, 2023, we entered into the Purchase Agreement with Lincoln Park, pursuant to which Lincoln Park has committed to purchase up to \$10.0 million of our common stock. Upon the execution of the Purchase Agreement, we issued 139,403 Commitment Shares to Lincoln Park as a fee for its commitment to purchase shares of our common stock under the Purchase Agreement. The shares of our common stock that may be issued under the Purchase Agreement may be sold by us to Lincoln Park at our sole discretion from time to time after Effective Date of this prospectus through December 6, 2025, the Maturity Date. The purchase price for the shares that we may sell to Lincoln Park under the Purchase Agreement will fluctuate based on the trading price of our common stock. Depending on market liquidity at the time, sales of such shares may cause the trading price of our common stock to decrease. We generally have the right to control the timing and amount of any future sales of our shares to Lincoln Park. Additional sales of our common stock, if any, to Lincoln Park will depend upon market conditions and other factors to be determined by us. We may ultimately decide to sell to Lincoln Park all, some or none of the additional shares of our common stock that may be available for us to sell pursuant to the Purchase Agreement. If and when we do sell shares to Lincoln Park, after Lincoln Park has acquired the shares, Lincoln Park may resell all, some or none of those shares at any time or from time to time in its discretion. Therefore, sales to Lincoln Park by us could result in substantial dilution to the interests of other holders of our common stock. Additionally, the sale of a substantial number of shares of our common stock to Lincoln Park, or the anticipation of such sales, could make it more difficult for us to sell equity or equity-related securities in the future at a time and at a price that we might otherwise wish to effect sales. 6 Our management will have broad discretion over the use of the net proceeds from our sale of shares of common stock to Lincoln Park, you may not agree with how we use the proceeds and the proceeds may not be invested successfully. Our management will have broad discretion as to the use of the net proceeds from our sale of shares of common stock to Lincoln Park, and we could use them for purposes other than those contemplated at the time of commencement of this offering. Accordingly, you will be relying on the judgment of our management with regard to

the use of those net proceeds, and you will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used appropriately. It is possible that, pending their use, we may invest those net proceeds in a way that does not yield a favorable, or any, return for us. The failure of our management to use such funds effectively could have a material adverse effect on our business, financial condition, operating results and cash flows. Because we will not declare cash dividends on our common stock in the foreseeable future, stockholders must rely on appreciation of the value of our common stock for any return on their investment. We have never declared or paid cash dividends on our common stock. We currently anticipate that we will retain any future earnings from the development, operation and expansion of our business and will not declare or pay any cash dividends in the foreseeable future. As a result, only appreciation of the price of our common stock, if any, will provide a return to investors in this offering. In the event that we fail to regain compliance with the listing requirements of The Nasdaq Capital Market or satisfy any of the listing requirements of Nasdaq, our common stock may be delisted, which could affect our market price and liquidity. Our common stock is listed on Nasdaq. For continued listing on Nasdaq, we will be required to comply with the continued listing requirements, including the minimum market capitalization standard, the stockholders' equity requirement, the corporate governance requirements and the minimum closing bid price requirement, among other requirements. On May 16, 2024, the Company received a letter from the Listing Qualifications Department of the Nasdaq Stock Market stating that because the closing bid price for the Company's common stock listed on Nasdaq was below \$1.00 for 30 consecutive business days, the Company no longer meets the minimum bid price requirement for continued listing on the Nasdaq Capital Market (the "Minimum Bid Price Requirement"). The Company has a period of 180 calendar days from May 16, 2024, or until November 12, 2024, to regain compliance with the Minimum Bid Price Requirement. If at any time before November 12, 2024, the bid price of the Company's common stock closes at or above \$1.00 per share for a minimum of 10 consecutive business days, Nasdaq will provide written notification that the Company has achieved compliance with the Minimum Bid Price Requirement. In the event that we fail to regain compliance with the Minimum Bid Price Requirement or satisfy any of the listing requirements of Nasdaq, our common stock may be delisted. We will have an opportunity to appeal the determination to a Hearings Panel, but we cannot guarantee that such appeal will be successful. If we are unable to list on Nasdaq, we would likely be more difficult to trade in or obtain accurate quotations as to the market price of our common stock. If our common stock is delisted from trading on Nasdaq, and we are not able to list our common stock on another exchange or to have it quoted on Nasdaq, our securities could be quoted on the OTC Bulletin Board or on the "pink sheets." As a result, we could face significant adverse consequences including, without limitation: a limited availability of market quotations for our securities; a determination that our common stock is a "penny stock" which will require brokers trading in our common stock to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our securities; a limited amount of news and analyst coverage for our Company; and a decreased ability to issue additional securities (including pursuant to short-form registration statements on Form S-3 or obtain additional financing in the future).

**7 CAUTIONARY NOTE REGARDING FORWARD LOOKING STATEMENTS** Except for historical information, this prospectus and any documents we incorporate by reference contain forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Exchange Act. Such forward-looking statements include, among others, those statements including the words "believes," "anticipates," "expects," "intends," "estimates," "plans," and words of similar import. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Forward-looking statements are based on our current expectations and assumptions regarding our business, potential target businesses, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Our actual results may differ materially from those contemplated by the forward-looking statements. We caution you therefore that you should not rely on any of these forward-looking statements as statements of historical fact or as guarantees or assurances of future performance. You should understand that many important factors, in addition to those discussed in this prospectus, the accompanying prospectus and any documents we incorporate by reference, could cause our results to differ materially from those expressed in the forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include changes in local, regional, national, or global political, economic, business, competitive, market (supply and demand) and regulatory conditions and the following: our dependence on the success of our prospective product candidates, which are in early stages of development and may not reach a particular stage in development, receive regulatory approval or be successfully commercialized; potential difficulties that may delay, suspend, or scale back our efforts to advance additional early research programs through preclinical development and investigational new drug application filings and into clinical development; the risk that the cost savings, synergies and growth from our combination with MagicMed Industries Inc. and the successful use of the rights and technologies acquired in the combination may not be fully realized or may take longer to realize than expected; the limited study on the effects of medical cannabinoids and psychedelics, and the chance that future clinical research studies may lead to conclusions that dispute or conflict with our understanding and belief regarding the medical benefits, viability, safety, efficacy, dosing, and social acceptance of cannabinoids or psychedelics; the expensive, time-consuming, and uncertain nature of clinical trials, which are susceptible to change, delays, termination, and differing interpretations; the ability to establish that potential products are efficacious or safe in preclinical or clinical trials; the fact that our current and future preclinical and clinical studies may be conducted outside the United States, and the United States Food and Drug Administration may not accept data from such studies to support any new drug applications we may submit after completing the applicable developmental and regulatory prerequisites; our ability to effectively and efficiently build, maintain and legally protect our molecular derivatives library so that it can be an essential building block from which those in the biotech industry can develop new patented products; our ability to establish or maintain collaborations on the development of therapeutic candidates; our ability to obtain appropriate or necessary governmental approvals to market potential products; our ability to manufacture product candidates on a commercial scale or in collaborations with third parties; our significant and increasing liquidity needs and potential requirements for additional funding; our ability to obtain future funding for developing products and working capital and to obtain such funding on commercially reasonable terms; legislative changes related to and affecting the healthcare system, including, without limitation, changes and proposed changes to the Patient Protection and Affordable Care Act;



— the intense competition we face, often from companies with greater resources and experience than us; — our ability to retain key executives and scientists; — the ability to secure and enforce legal rights related to our products, including intellectual property rights and patent protection; and — political, economic, and military instability in Israel which may impede our development programs. Other sections of this prospectus and any documents we incorporate by reference describe additional risk factors that could adversely impact our business and financial performance. Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time, and it is not possible for our management to predict all risk factors and uncertainties, nor are we able to assess the impact of all of these risk factors on our business or the extent to which any risk factor, or combination of risk factors, may cause actual results to differ materially from those contained in any forward-looking statements. These risks and others described under the section “Risk Factors” in this prospectus and any documents we incorporate by reference are not exhaustive. Given these uncertainties, you are cautioned not to place undue reliance on such forward-looking statements. We disclaim any obligation to update any such factors or to publicly announce the result of any revisions to any of the forward-looking statements contained herein to reflect future events or developments.

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**THE LINCOLN PARK TRANSACTION** This prospectus covers the resale by the selling stockholder of up to 4,900,000 shares of our common stock, all of which we have reserved for sale to Lincoln Park under the Purchase Agreement from time to time after the date of this prospectus, if and when we determine to sell additional shares of our common stock to Lincoln Park under the Purchase Agreement. On November 3, 2023, we entered into the Purchase Agreement with Lincoln Park, pursuant to which Lincoln Park has agreed to purchase from us up to an aggregate of \$10.0 million of our common stock (subject to certain limitations) from time to time over the term of the Purchase Agreement. Pursuant to the Purchase Agreement we issued 139,403 Commitment Shares to Lincoln Park as a fee for making its irrevocable commitment to purchase our common stock under the Purchase Agreement. Capitalized terms used herein that are not otherwise defined have the meaning assigned in the Purchase Agreement. On November 3, 2023, we entered into the Registration Rights Agreement, pursuant to which we filed with the SEC the registration statement that includes this prospectus to register for resale under the Securities Act, the shares of our common stock that have been or may be issued to Lincoln Park under the Purchase Agreement. On November 8, 2023, we filed a Registration Statement on Form S-1, and an amendment to such Registration Statement on Form S-1 on December 1, 2023, which was declared effective by the SEC on December 5, 2023 (SEC File No. 333-275380) that covered the resale by the selling stockholder of up to 1,279,880 shares of our common stock, comprised of: (i) up to 1,140,477 shares of our common stock reserved for sale to Lincoln Park under the Purchase Agreement from time to time after the date of such prospectus, and (ii) 139,403 Commitment Shares issued to Lincoln Park in lieu of a cash fee for making its irrevocable commitment to purchase our common stock under the Purchase Agreement (the “Prior Registration Statement”). As of July 30, 2024, we issued 1,279,880 shares, including the Commitment Shares, registered pursuant to Prior Registration Statement for a total gross cash proceeds of \$577,654. We do not have the right to commence any further sales of our common stock to Lincoln Park under the Purchase Agreement until all of the conditions set forth in the Purchase Agreement have been satisfied, including that the SEC has declared effective the registration statement that includes this prospectus registering the shares of our common stock that have been and may be issued and sold to Lincoln Park under the Purchase Agreement, which we refer to in this prospectus as the Effective Date. From and after the Effective Date, we may, from time to time and at our sole discretion until the Maturity Date on any business day that we select, direct Lincoln Park to purchase up to 25,000 shares of our common stock, which amount may be increased depending on the market price of our common stock at the time of sale, subject to a maximum commitment of \$500,000 per purchase, which we refer to in this prospectus as “Regular Purchases.” In addition, at our discretion, Lincoln Park has committed to purchase other “accelerated amounts” and/or “additional accelerated amounts” under certain circumstances. We will control the timing and amount of any sales of our common stock to Lincoln Park. The purchase price of the shares of our common stock that may be sold to Lincoln Park in Regular Purchases, accelerated purchases, and additional accelerated purchases under the Purchase Agreement will be based on the market price of our common stock immediately preceding the time of sale as computed under the Purchase Agreement. The purchase price per share will be equitably adjusted as provided in the Purchase Agreement for any reorganization, recapitalization, non-cash dividend, stock split, or other similar transaction as set forth in the Purchase Agreement. We may at any time in our sole discretion terminate the Purchase Agreement without fee, penalty or cost upon one business day notice. Actual sales of shares of common stock by the Company to Lincoln Park under the Purchase Agreement will depend on a variety of factors to be determined by the Company from time to time, including, among others, market conditions, the trading price of the common stock and determinations by the Company as to the appropriate sources of funding for the Company and its operations. As of August 30, 2024, there were 8,919,920 shares of our common stock outstanding. Although the Purchase Agreement provides that we may sell up to an aggregate of \$10.0 million of our common stock to Lincoln Park, 1,279,880 shares (which includes the 139,403 Commitment Shares that we already issued to Lincoln Park as a fee for making its irrevocable commitment to purchase our common stock under the Purchase Agreement) of our common stock have already been sold for gross cash proceeds of \$577,654 pursuant to the Prior Registration Statement, and 4,900,000 shares are being registered for resale under this prospectus. Depending on the market prices of our common stock at the time we elect to issue and sell shares of our common stock to Lincoln Park under the Purchase Agreement, we may need to register for resale under the Securities Act additional shares of our common stock in order to receive aggregate gross proceeds equal to the \$9,422,346 remaining of the commitment available to us under the Purchase Agreement. If we elect to issue and sell to Lincoln Park under the Purchase Agreement more than the 4,900,000 shares of our common stock being registered for resale by Lincoln Park under this prospectus, which we have the right, but not the obligation, to do, we must first register for resale under the Securities Act any such additional shares of our common stock, which could cause additional substantial dilution to our stockholders. The number of shares of our common stock ultimately offered for resale by Lincoln Park is dependent upon the number of shares of our common stock we ultimately decide to sell to Lincoln Park under the Purchase Agreement. In no event may we issue or sell to Lincoln Park under the Purchase Agreement shares of our common stock in excess of 7,692,308 shares (including shares registered under the Prior Registration Statement), which represents the amount approved by our stockholders at the Company’s Annual Meeting of Stockholders on November 2, 2023, pursuant to Nasdaq Marketplace Rules 5635(a), (b), and (d), which limitation we refer to as the Stockholder Approved Exchange Cap, unless we obtain further stockholder approval to issue shares of our common stock in excess of the Stockholder Approved Exchange Cap. The Purchase Agreement prohibits us from directing Lincoln Park to purchase any shares of our common stock if those shares of our common stock, when aggregated with all other shares of our common stock then beneficially owned by Lincoln Park and its affiliates, would result in Lincoln

Park having beneficial ownership, at any single point in time, of more than 9.99% of the then total outstanding shares of our common stock, as calculated pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and Rule 13d-3 thereunder, which limitation we refer to as the Beneficial Ownership Cap. 9

Issuances of our common stock to Lincoln Park under the Purchase Agreement will not affect the rights or privileges of our existing stockholders, except that the economic and voting interests of each of our existing stockholders will be diluted as a result of any such issuance. Although the number of shares of our common stock that our existing stockholders own will not decrease, the shares of our common stock owned by our existing stockholders will represent a smaller percentage of our total outstanding shares of our common stock after any such issuance of shares of our common stock to Lincoln Park under the Purchase Agreement. There are substantial risks to our stockholders as a result of the sale and issuance of common stock to Lincoln Park under the Purchase Agreement. See "Risk Factors."

**Purchase of Shares of our Common Stock Under the Purchase Agreement**

**Regular Purchases**

From and after the Effective Date, on any business day selected by the Company (and provided all shares of common stock subject to all prior Regular Purchases have been properly delivered to Lincoln Park in accordance with the Purchase Agreement), the Company may, by written notice delivered by us to Lincoln Park, direct Lincoln Park to purchase up to 25,000 shares of our common stock on such business day in a Regular Purchase, provided that the closing sale price per share is not below \$0.10, however, that the maximum number of shares we may sell to Lincoln Park in a Regular Purchase may be increased to up to (i) 30,000 shares of our common stock, provided that the closing sale price of our common stock is not below \$5.00 on the purchase date, and (ii) 35,000 shares of our common stock, provided that the closing sale price of our common stock is not below \$10.00 on the purchase date (such share amount limitation, the "Regular Purchase Share Limit"). In each case, Lincoln Park's maximum commitment in any single Regular Purchase may not exceed \$500,000. The purchase price per share for each such Regular Purchase will be equal to the lower of:

- the lowest sale price for our common stock on the purchase date for such shares of our common stock; and
- the arithmetic average of the three lowest closing sale prices for our common stock during the 10 consecutive business days ending on the business day immediately preceding the purchase date of such shares of our common stock.

A purchase notice for a Regular Purchase may only be issued after the markets have closed (i.e., after 4:00 pm Eastern time), which ensures that the purchase price is always known and fixed at the time the purchase notice is issued.

**Accelerated Purchases**

In addition to Regular Purchases described above, we may also direct Lincoln Park, on any Purchase Date for a Regular Purchase on which we have properly submitted a Regular Purchase notice directing Lincoln Park to purchase the maximum number of shares of our common stock that we are then permitted to include in a single Regular Purchase notice (and provided all shares of common stock subject to all prior Regular Purchases, Accelerated Purchases and Additional Accelerated Purchases effected prior to such Purchase Date have been properly delivered to Lincoln Park in accordance with the Purchase Agreement), to purchase an additional amount of our common stock, which we refer to as an Accelerated Purchase, on the next business day following such Purchase Date for such corresponding Regular Purchase, which we refer to as the Accelerated Purchase Date, not to exceed the lesser of:

- 30% of the aggregate number of shares of our common stock traded during all or, if certain trading volume or market price thresholds specified in the Purchase Agreement are crossed on the applicable Accelerated Purchase Date, the portion of the normal trading hours on the applicable Accelerated Purchase Date prior to such time that any one of such thresholds is crossed, which period of time on the applicable Accelerated Purchase Date we refer to as the Accelerated Purchase Measurement Period; and
- 300% of the number of Purchase Shares directed by the Company to be purchased by Lincoln Park pursuant to the Regular Purchase Notice for the corresponding Regular Purchase to the Accelerated Purchase effected on such same Accelerated Purchase Date (subject to the Purchase Share limitations, an amount equal to (A) the Accelerated Purchase Share Percentage multiplied by (B) the total number (or volume) of shares of Common Stock traded on the Principal Market during the period on the applicable Accelerated Purchase date beginning at the Accelerated Purchase Commencement Time for such Accelerated Purchase and ending at the Accelerated Purchase Termination Time for such Accelerated Purchase.

The purchase price per share for the shares subject to an Accelerated Purchase will be equal to 94% of the lower of:

- the volume weighted average price of our common stock during the Accelerated Purchase Measurement Period on the applicable Accelerated Purchase Date; and
- the closing sale price of our common stock on the applicable Accelerated Purchase Date.

**Additional Accelerated Purchases**

We may also direct Lincoln Park, by written notice delivered to Lincoln Park, not later than 1:00 p.m., Eastern Time, on the same Accelerated Purchase Date on which an Accelerated Purchase Measurement Period for an Accelerated Purchase has ended prior to such time (and provided all shares of common stock subject to all prior Regular Purchases, Accelerated Purchases and Additional Accelerated Purchases, including those prior Accelerated Purchases and Additional Accelerated Purchases effected on the same Accelerated Purchase Date as the applicable Additional Accelerated Purchase have been properly delivered to Lincoln Park in accordance with the Purchase Agreement prior to such time), to purchase an additional amount of our common stock on such same Accelerated Purchase Date, which we refer to as an Additional Accelerated Purchase, of up to the lesser of:

- 30% of the aggregate number of shares of our common stock traded during the portion of the normal trading hours on the applicable Accelerated Purchase Date determined in accordance with the Purchase Agreement, which period of time on the applicable Accelerated Purchase Date we refer to as the Additional Accelerated Purchase Measurement Period; and
- 300% of the number of Purchase Shares directed by the Company to be purchased by Lincoln Park pursuant to the Regular Purchase Notice for the corresponding Regular Purchase to the Additional Accelerated Purchase effected on such same Additional Accelerated Purchase Date (subject to the Purchase Share limitations, an amount equal to (A) the Additional Accelerated Purchase Share Percentage multiplied by (B) the total number (or volume) of shares of Common Stock traded on the Principal Market during the period on the applicable Additional Accelerated Purchase date beginning at the Additional Accelerated Purchase Commencement Time for such Additional Accelerated Purchase and ending at the Additional Accelerated Purchase Termination Time for such Additional Accelerated Purchase.

The purchase price per share for the shares subject to an Additional Accelerated Purchase will be equal to 94% of the lower of:

- the volume weighted average price of our common stock during the applicable Additional Accelerated Purchase Measurement Period for such Additional Accelerated Purchase; and
- the closing sale price of our common stock on the applicable same Accelerated Purchase Date.

We may, in our sole discretion, submit multiple Additional Accelerated Purchase notices to Lincoln Park prior to 1:00 p.m., Eastern Time, on a single Accelerated Purchase Date, again provided all shares of common stock subject to all prior Regular Purchases, Accelerated Purchases and Additional Accelerated Purchases, including those prior Accelerated Purchases and Additional Accelerated Purchases effected on the same Accelerated Purchase Date as the applicable Additional Accelerated Purchase have been properly delivered to Lincoln Park in accordance with the Purchase Agreement prior to



such time. In the case of Regular Purchases, Accelerated Purchases and Additional Accelerated Purchases, the purchase price per share will be equitably adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction occurring during the business days used to compute the purchase price. Other than as described above, there are no trading volume requirements or restrictions under the Purchase Agreement, and we will control the timing and amount of any sales of our common stock to Lincoln Park.

**Minimum Share Price** Under the Purchase Agreement, we and Lincoln Park may not effect any sales of shares of our common stock under the Purchase Agreement on any purchase date that the closing sale price of our common stock is less than the floor price of \$0.10 per share of common stock, which will be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, stock split or other similar transaction.

**Events of Default** The events of default under the Purchase Agreement include the following:

- the effectiveness of the registration statement of which this prospectus forms a part lapses for any reason (including, without limitation, the issuance of a stop order), or any required prospectus are unavailable for the resale by Lincoln Park of our common stock offered hereby, and such lapse or unavailability continues for a period of 10 consecutive business days or for more than an aggregate of 30 business days in any 365-day period;
- suspension by our principal market of our common stock from trading for a period of one business day;
- the delisting of our common stock from Nasdaq, our principal market, provided our common stock is not immediately thereafter trading on the New York Stock Exchange, Nasdaq, the Nasdaq Global Market, the Nasdaq Global Select Market, the NYSE American, the NYSE Arca, or the OTCQX Best Market or the OTCQB Venture Market operated by OTC Markets Group Inc. (or any nationally recognized successor thereto);
- the failure of our transfer agent to issue to Lincoln Park shares of our common stock within two business days after the applicable date on which Lincoln Park is entitled to receive such shares of our common stock;
- any breach of the representations or warranties or covenants contained in the Purchase Agreement or Registration Rights Agreement that has or could have a material adverse effect on us and, in the case of a breach of a covenant that is reasonably curable, that is not cured within five business days;
- any voluntary or involuntary participation or threatened participation in insolvency or bankruptcy proceedings by or against us; or
- if at any time we are not eligible to transfer our common stock electronically.

In addition to any other rights and remedies under applicable law and the Purchase Agreement, so long as (i) an Event of Default has occurred and is continuing, or if any event that, after notice and/or lapse of time, would reasonably be expected to become an Event of Default, has occurred and is continuing or (ii) if at any time after the Effective Date, the Stockholder Approved Exchange Cap is reached (to the extent the Stockholder Approved Exchange Cap is applicable pursuant to Section 2(d) hereof), the Company shall not deliver to Lincoln Park any Regular Purchase Notice, Accelerated Purchase Notice or Additional Accelerated Purchase Notice.

**11 Our Termination Rights** We have the unconditional right, at any time, for any reason and without any payment or liability to us, to terminate the Purchase Agreement upon one business day's prior written notice to Lincoln Park. In the event of any voluntary or involuntary bankruptcy proceedings by or against the Company, the Purchase Agreement would automatically terminate without any action of the Company or Lincoln Park. Termination of the Purchase Agreement will be effective during the pendency of any Regular Purchase, Accelerated Purchase or Additional Accelerated Purchase that has not then fully settled in accordance with the Purchase Agreement.

**No Short-Selling or Hedging by Lincoln Park** Lincoln Park has represented to us that at no time prior to the time of execution of the Purchase Agreement has Lincoln Park or its agents, representatives or affiliates engaged in or effected, in any manner whatsoever, directly or indirectly, any short sale (as such term is defined in Rule 200 of Regulation SHO under the Exchange Act) of our common stock or any hedging transaction, which establishes a net short position with respect to our Common Stock. Lincoln Park agreed that during the term of the Purchase Agreement, it, its agents, representatives or affiliates will not enter into or effect, directly or indirectly, any of the foregoing transactions.

**Prohibition on Certain Transactions** There are no restrictions on future financings, rights of first refusal, participation rights, penalties or liquidated damages in the Purchase Agreement or Registration Rights Agreement, except the Company is prohibited (with certain specified exceptions set forth in the Purchase Agreement) from effecting or entering into an agreement to effect an "equity line of credit" or other continuous offering or similar offering in which the Company may issue and sell common stock, from time to time over a certain period of time, at future determined prices based on the market prices of the common stock at the time of each such issuance and sale.

**Effect of Performance of the Purchase Agreement on Our Stockholders** All of the shares of our common stock being registered for resale hereunder, which have been or may be issued or sold by us to Lincoln Park under the Purchase Agreement are expected to be freely tradable. It is anticipated that shares registered in this offering will be sold from time to time over a period commencing on the Effective Date through the Maturity Date. From and after the Effective Date, we may, from time to time and at our sole discretion until the Maturity Date, The sale by Lincoln Park of a significant amount of shares of our common stock registered in this offering at any given time could cause the market price of our common stock to decline and to be highly volatile. Sales of our common stock to Lincoln Park, if any, will depend upon market conditions and other factors to be determined by us. We may ultimately decide to sell to Lincoln Park all, some or none of the additional shares of our common stock that may be available for us to sell pursuant to the Purchase Agreement. If and when we do sell additional shares of our common stock to Lincoln Park, after Lincoln Park has acquired the shares of our common stock, Lincoln Park may resell all, some or none of those shares of our common stock at any time or from time to time in its discretion. Therefore, sales to Lincoln Park by us under the Purchase Agreement may result in substantial dilution to the interests of other holders of our common stock. In addition, if we sell a substantial number of shares of our common stock to Lincoln Park under the Purchase Agreement, or if investors expect that we will do so, the actual sales of shares of our common stock or the mere existence of our arrangement with Lincoln Park may make it more difficult for us to sell equity or equity-related securities in the future at a time and at a price that we might otherwise wish to effect such sales. However, we have the right to control the timing and amount of any additional sales of our common stock to Lincoln Park and the Purchase Agreement may be terminated by us at any time at our discretion without any cost to us.

Pursuant to the terms of the Purchase Agreement, from and after Effective Date, we have the right, but not the obligation, from time to time to direct Lincoln Park to purchase up to \$9,422,346 of our common stock. Depending on the price per share at which we sell our common stock to Lincoln Park pursuant to the Purchase Agreement, we may need to sell to Lincoln Park under the Purchase Agreement more shares of our common stock than are being offered under this prospectus in order to receive aggregate gross proceeds equal to the remaining of the \$9,422,346 total commitment available to us under the Purchase Agreement. If we choose to do so, we must first register for resale under the Securities Act such additional shares of our common stock, which could cause additional substantial dilution to our stockholders. The number of shares of our common stock ultimately offered for resale by Lincoln Park under this prospectus is dependent

upon the number of shares of our common stock we direct Lincoln Park to purchase under the Purchase Agreement. The following table sets forth the amount of gross proceeds we would receive from Lincoln Park from our sale of common stock to Lincoln Park under the Purchase Agreement at varying purchase prices: Assumed Average Purchase Price Per Share Number of Registered Shares of our Common Stock to be Issued if Full Purchase(1) Percentage of Outstanding Shares of our Common Stock After Giving Effect to the Issuance to Lincoln Park(2) Gross Proceeds from the Sale of Shares of our Common Stock to Lincoln Park Under the Purchase Agreement(1)

\$0.30	4,900,000	35.46%	\$1,470,000
\$0.40	4,900,000	35.46%	\$1,960,000
\$0.51(3)	4,900,000	35.46%	\$2,499,000
\$0.60	4,900,000	35.46%	\$2,940,000
\$0.70	4,900,000	35.46%	\$3,430,000
\$0.80	4,900,000	35.46%	\$3,920,000

(1) Although the Purchase Agreement provides that we may sell a remainder of up to \$9,422,346 of our common stock to Lincoln Park, we are only registering 4,900,000 shares of our common stock for resale under this prospectus, which may or may not cover all the shares of our common stock we ultimately sell to Lincoln Park under the Purchase Agreement (excluding the 1,279,880 shares of our common stock we have already sold to Lincoln Park, including the Commitment Shares), depending on the purchase price per share. (2) The denominator is based on 8,919,920 shares of our common stock outstanding as of August 30, 2024, adjusted to include the number of shares of our common stock set forth in the adjacent column which we would have sold to Lincoln Park, assuming the purchase price in the adjacent column. The numerator is based on the number of shares of our common stock issuable under the Purchase Agreement at the corresponding assumed purchase price set forth in the adjacent column, without giving effect to the Beneficial Ownership Cap. (3) The closing sale price per share of our common stock on August 30, 2024.

**USE OF PROCEEDS** This prospectus relates to shares of our common stock that may be offered and sold from time to time by Lincoln Park. We will receive no proceeds from the sale of shares of common stock by Lincoln Park in this offering. We may receive up to \$9,422,346 in gross proceeds under the Purchase Agreement from any sales we make to Lincoln Park pursuant to the Purchase Agreement after the date of this prospectus. We estimate that the net proceeds to us from the sale of our common stock to Lincoln Park pursuant to the Purchase Agreement would be up to approximately \$9.38 million over the period beginning on the Effective Date until the Maturity Date, assuming that we sell the full remaining amount of our common stock that we have the right, but not the obligation, to sell to Lincoln Park under the Purchase Agreement, and after other estimated fees and expenses. See "Plan of Distribution" elsewhere in this prospectus for more information. We currently expect to use the net proceeds, if any, from the sale of Common Stock offered hereby for general corporate purposes, which may include funding research and development, increasing working capital, reducing indebtedness, acquisitions or investments in businesses, products or technologies that are complementary to their own, and capital expenditures. The amounts and timing of these expenditures will depend on a number of factors, such as the timing and progress of our research and development efforts, regulatory actions affecting our product candidates and our business, technological advances and the competitive environment for our product candidates. As we are unable to predict the timing or amount of potential issuances of all of the additional shares issuable to the Purchase Agreement, we cannot specify with certainty all of the particular uses for the net proceeds that we will have from the sale of such additional shares. Accordingly, our management will have broad discretion in the application of the net proceeds. We may also use a portion of the net proceeds to acquire or invest in complementary businesses, technologies, product candidates or other intellectual property, although we have no present commitments or agreements to do so. We may use the proceeds for purposes that are not contemplated at the time of this offering. Pending use of the net proceeds as described above, we expect to invest the net proceeds in short- and intermediate-term, interest-bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government. It is possible that no additional shares will be issued under the Purchase Agreement.

**SELLING STOCKHOLDER** This prospectus relates to the possible resale by the selling stockholder, Lincoln Park, of shares of our common stock that have been and may be issued to Lincoln Park pursuant to the Purchase Agreement. We are filing the registration statement of which this prospectus is a part pursuant to the provisions of the Registration Rights Agreements, which we entered into with Lincoln Park on November 3, 2023 concurrently with our execution of the Purchase Agreement, in which we agreed to provide certain registration rights with respect to sales by Lincoln Park of the shares of our common stock that have been and may be issued to Lincoln Park under the Purchase Agreement. Lincoln Park, as the selling stockholder, may, from time to time, offer and sell pursuant to this prospectus up to 4,900,000 shares of our common stock that we have issued or may issue to Lincoln Park. The selling stockholder may sell some, all or none of the shares of common stock. We do not know how long the selling stockholder will hold the shares of our common stock before selling them, and we currently have no agreements, arrangements or understandings with the selling stockholder regarding the sale of any of the shares of common stock. See "Plan of Distribution." The table below sets forth, to our knowledge, information concerning the beneficial ownership of shares of our common stock by the selling stockholder as of August 30, 2024. The percentages of shares owned before and after the offering are based on 8,919,920 shares of common stock outstanding as of August 30, 2024. The information in the table below with respect to the selling stockholder has been obtained from the selling stockholder. Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to shares. Unless otherwise indicated below, to our knowledge, all persons named in the table have sole voting and investment power with respect to their shares of common stock. The inclusion of any shares in this table does not constitute an admission of beneficial ownership for the person named below. Throughout this prospectus, when we refer to the shares of common stock being offered for resale by the selling stockholder through this prospectus, we are referring to the shares of common stock that have been and may be issued and sold by us to Lincoln Park pursuant to the Purchase Agreement, unless otherwise indicated.

Name of Selling Stockholder	Number of Shares of common stock Owned Prior to Offering(2)	Maximum Number of Shares of common stock to be Offered Pursuant to this Prospectus(3)	Number of Shares of common stock Owned After Offering(4)	Number Percent
Lincoln Park Capital Fund, LLC(1)	5,880	0.07%	4,900,000	0.04%
(1) Josh Scheinfeld and Jonathan Cope, the Managing Members of Lincoln Park Capital, LLC, the manager of Lincoln Park Capital Fund, LLC, are deemed to be beneficial owners of all of the shares of common stock owned directly by Lincoln Park Capital Fund, LLC. Messrs. Cope and Scheinfeld have shared voting and investment power over the shares of common stock being offered under the registration statement filed with the SEC in connection with the transactions contemplated under the Purchase Agreement and the Registration Rights Agreement. Neither Lincoln Park Capital, LLC nor Lincoln Park Capital Fund, LLC is a licensed broker dealer or an affiliate of a licensed broker dealer.				

(2) In accordance with Rule 13d-3(d) under the Exchange Act, we have excluded from the number of shares of our common stock beneficially owned prior to the offering all of the 4,900,000 shares of our common stock

that we may issue and sell to Lincoln Park pursuant to the Purchase Agreement from and after Effective Date that are being registered for resale under the registration statement that includes this prospectus, because the issuance and sale of such shares to Lincoln Park under the Purchase Agreement is solely at our discretion and is subject to certain conditions, the satisfaction of all of which are outside of Lincoln Park's control, including the registration statement that includes this prospectus becoming and remaining effective under the Securities Act. Furthermore, under the terms of the Purchase Agreement, issuances and sales of shares of our common stock to Lincoln Park under the Purchase Agreement are subject to certain limitations on the amounts we may sell to Lincoln Park at any time, including the Beneficial Ownership Cap. (3) Although the Purchase Agreement provides that we may sell a remainder of up to \$9,422,346 of our common stock to Lincoln Park, we are only registering 4,900,000 shares of our common stock for resale under this prospectus, which represents the shares that we may issue and sell to Lincoln Park for cash consideration in purchases under the Purchase Agreement from time to time, at our sole discretion, commencing on the Effective Date and ending on the earlier of (i) the Maturity Date, or (ii) the date that all shares offered by this prospectus have been sold by Lincoln Park. Depending on the price per share at which we sell our common stock to Lincoln Park pursuant to the Purchase Agreement, we may need to sell to Lincoln Park under the Purchase Agreement more shares of our common stock than are offered under this prospectus in order to receive aggregate gross proceeds equal to the full \$9,422,346 million available to us under the Purchase Agreement. If we choose to do so, we must first register for resale under the Securities Act such additional shares. The number of shares ultimately offered for resale by Lincoln Park is dependent upon the number of shares we sell to Lincoln Park under the Purchase Agreement. Additionally, in no event may we issue or sell to Lincoln Park under the Purchase Agreement shares of our common stock in excess of 7,692,308 shares (including shares registered under the Prior Registration Statement), which represents the amount approved by our stockholders at the Company's Annual Meeting of Stockholders on November 2, 2023, pursuant to Nasdaq Marketplace Rules 5635(a), (b), and (d), which limitation we refer to as the Stockholder Approved Exchange Cap, unless we obtain further stockholder approval to issue shares of our common stock in excess of the Stockholder Approved Exchange Cap. (4) Assumes the sale of all shares of our common stock registered for resale by the selling stockholder pursuant to the registration statement that includes this prospectus, although the selling stockholder is under no obligation known to us to sell any shares of common stock at any particular time. 14

**DESCRIPTION OF SECURITIES** The following description summarizes the most important terms of our securities. Because it is only a summary, it does not contain all the information that may be important to you. For a complete description, you should refer to our Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") and restated bylaws (the "Bylaws"), each as amended, copies of which are filed as exhibits to the registration statement of which this prospectus forms a part, which are incorporated by reference herein.

**Capital Stock** We have authorized 120,000,000 shares of capital stock, par value \$0.01 per share, of which 100,000,000 are shares of common stock and 20,000,000 are shares of "blank check" preferred stock. As of August 30, 2024, there were 8,919,920 shares of Enveric common stock issued and outstanding, no shares of Series B preferred stock issued and outstanding, 23,082 shares of our Common Stock issuable upon exercise of outstanding options granted under our equity incentive plans at a weighted average exercise price of \$62.77 per share, 844,607 shares of common stock issuable upon exercise of warrants at a weighted average exercise price of \$35.78 per share, and 70,000 shares of common stock issuable upon exercise of preferred investment options at a weighted average exercise price of \$10.00 per share, 372,142 shares of our Common Stock issuable upon vesting of restricted stock units granted, inclusive of 16,026 shares previously vested and unissued. Each of the warrants and the preferred investment options are exercisable for a period of five one and half expiry periods from 2025 to 2029. The authorized and unissued shares of common stock and the authorized and undesignated shares of preferred stock are available for issuance without further action by our stockholders, unless such action is required by applicable law or the rules of any stock exchange on which our securities may be listed. Unless approval of our stockholders is so required, our board of directors does not intend to seek stockholder approval for the issuance and sale of our common stock or preferred stock.

**Common Stock** Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders and have no cumulative voting rights. Holders of our common stock are entitled to receive ratably dividends as may be declared by our board of directors out of funds legally available for that purpose, subject to any preferential dividend or other rights of any then outstanding preferred stock. We have never paid cash dividends on our common stock and do not anticipate paying any cash dividends in the foreseeable future but intend to retain our capital resources for reinvestment in our business. Any future disposition of dividends will be at the discretion of our board of directors and will depend upon, among other things, our future earnings, operating and financial condition, capital requirements, and other factors. Holders of our common stock do not have preemptive or conversion rights or other subscription rights. Upon liquidation, dissolution or winding-up, holders of our common stock are entitled to share in all assets remaining after payment of all liabilities and the liquidation preferences of any of our outstanding shares of preferred stock. The rights, preferences and privileges of holders of common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of our preferred stock that is currently outstanding or that we may designate and issue in the future. Except as otherwise provided by law, our Certificate of Incorporation or Bylaws, in all matters other than the election of directors, the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. In addition, except as otherwise provided by law, our Certificate of Incorporation or Bylaws, directors are elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

**Preferred Stock** Series B Preferred Stock Holders of our Series B preferred stock are not entitled to voting unless required by applicable law. Each share of Series B preferred stock will be convertible into one share of common stock (subject to adjustment) at any time at the option of the holders, provided that each holder would be prohibited from converting Series B preferred stock into shares of common stock if, as a result of such conversion, any such holder, together with its affiliates, would own more than 9.99% of the total number of shares of common stock then issued and outstanding. This limitation may be waived with respect to a holder upon such holder's provision of not less than 61 days' prior written notice to the Company. Shares of Series B preferred stock are not entitled to receive any dividends, unless and until specifically declared by the board of directors. However, holders of Series B preferred stock are entitled to receive dividends on shares of Series B preferred stock equal (on an as-if-converted-to-common-stock basis) to and in the same form as dividends actually paid on shares of common stock when such dividends are specifically declared by the board of directors. The Company will have no right to require a holder to surrender its Series B preferred stock for redemption. Shares of Series B preferred stock will not otherwise be entitled to any redemption rights, or mandatory

sinking fund or analogous fund provisions. A Series C Preferred Stock When entitled to vote, holders of our Series C preferred stock are entitled to 1,000,000 votes per share. Thus, each one-thousandth of a share of Series C preferred stock would entitle the holder thereof to 1,000 votes. The outstanding shares of Series C preferred stock will vote together with the outstanding shares of common stock of the Company as a single class exclusively with respect to (1) any proposal to adopt an amendment to the Company's Certificate of Incorporation, to reclassify the outstanding shares of common stock into a smaller number of shares of common stock at a ratio specified in or determined in accordance with the terms of such amendment (the "Reverse Stock Split"), (2) any proposal to adopt an amendment to the Certificate of Incorporation to increase the number of authorized shares of the Corporation's common stock (the "Share Increase Proposal") and (3) any proposal to adjourn any meeting of stockholders called for the purpose of voting on Reverse Stock Split or the Share Increase Proposal (the "Adjournment Proposal"). The Series C preferred stock will not be entitled to vote on any other matter, except to the extent required by applicable law. 15 A The holders of Series C preferred stock, as such, will not be entitled to receive dividends of any kind. The Series C Preferred Stock will rank senior to the common stock as to any distribution of assets upon a liquidation, dissolution or winding up of the Company, whether voluntarily or involuntarily (a "Dissolution"). Upon any Dissolution, each holder of outstanding shares of Series C Preferred Stock will be entitled to be paid out of the assets of the Company available for distribution to stockholders, prior and in preference to any distribution to the holders of common stock, an amount in cash equal to \$0.01 per outstanding share of Series C Preferred Stock. A Under certain circumstances, shares of the Series C preferred stock will be redeemed by the Company. The Series C preferred stock is not convertible into, or exchangeable for, shares of any other class or series of stock or other securities of the Company. The Series C preferred stock has no stated maturity and is not subject to any sinking fund. The Series C preferred stock is not subject to any restriction on the redemption or repurchase of shares by the Company while there is any arrearage in the payment of dividends or sinking fund installments. A Transfer Agent and Registrar A The Transfer Agent and Registrar for our common stock is Equiniti Trust Company. A Anti-Takeover Effects of Certain Provisions of Delaware Law, our Certificate of Incorporation and Bylaws A Delaware Law A We are subject to Section 203 of the DGCL. Section 203 generally prohibits a public Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless: A A — prior to the date of the transaction, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder; A A A A — Upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding (i) shares owned by persons who are directors and also officers and (ii) shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or A A A A — on or subsequent to the date of the transaction, the business combination is approved by the board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder. A Section 203 defines a business combination to include: A A — any merger or consolidation involving the corporation and the interested stockholder; A A A A — any sale, transfer, pledge or other disposition involving the interested stockholder of 10% or more of the assets of the corporation; A A A A — subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder; or A A A A — the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation. A In general, Section 203 defines an "interested stockholder" as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with, or controlling, or controlled by, the entity or person. The term "owner" is broadly defined to include any person that, individually, with or through that person's affiliates or associates, among other things, beneficially owns the stock, or has the right to acquire the stock, whether or not the right is immediately exercisable, under any agreement or understanding or upon the exercise of warrants or options or otherwise or has the right to vote the stock under any agreement or understanding, or has an agreement or understanding with the beneficial owner of the stock for the purpose of acquiring, holding, voting or disposing of the stock. A The restrictions in Section 203 do not apply to corporations that have elected, in the manner provided in Section 203, not to be subject to Section 203 of the DGCL or, with certain exceptions, which do not have a class of voting stock that is listed on a national securities exchange or held of record by more than 2,000 stockholders. Our Certificate of Incorporation and Bylaws do not opt out of Section 203. A Section 203 could delay or prohibit mergers or other takeover or change in control attempts with respect to us and, accordingly, may discourage attempts to acquire us even though such a transaction may offer our stockholders the opportunity to sell their stock at a price above the prevailing market price. A 16 A A Certificate of Incorporation and Bylaws A Provisions of our Certificate of Incorporation and Bylaws, may delay or discourage transactions involving an actual or potential change in our control or change in our management, including transactions in which stockholders might otherwise receive a premium for their shares, or transactions that our stockholders might otherwise deem to be in their best interests. Therefore, these provisions could adversely affect the price of our common stock. Among other things, Certificate of Incorporation and Bylaws: A A — permit our board of directors to issue up to 20,000,000 shares of preferred stock, without further action by the stockholders, with any rights, preferences and privileges as they may designate, including the right to approve an acquisition or other change in control; A A A A — provide that the authorized number of directors may be changed only by a resolution adopted by the entire board of directors; A A A A — do not provide for cumulative voting rights (therefore allowing the holders of a majority of the shares of common stock entitled to vote in any election of directors to elect all of the directors standing for election, if they should so choose); and A A — provide advance notice provisions with which a stockholder who wishes to nominate a director or propose other business to be considered at a stockholder meeting must comply. A Potential Effects of Authorized but Unissued Stock A We have shares of common stock and preferred stock available for future issuance without stockholder approval. We may utilize these additional shares for a variety of corporate purposes, including future public offerings to raise additional capital, to facilitate corporate acquisitions or payment as a dividend on the capital stock. A The existence of unissued and unreserved common stock and preferred stock may enable our board of directors to issue shares to persons friendly to current management or to issue preferred stock with terms that could render more difficult or discourage a third-party attempt to obtain control of the Company by means of a merger, tender offer, proxy contest or otherwise, thereby protecting the continuity of the Company's management. In addition, our board of directors has the discretion to

determine designations, rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences of each series of preferred stock, all to the fullest extent permissible under the DGCL and subject to any limitations set forth in our Certificate of Incorporation. The purpose of authorizing our board of directors to issue preferred stock and to determine the rights and preferences applicable to such preferred stock is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing desirable flexibility in connection with possible financings, acquisitions and other corporate purposes, could have the effect of making it more difficult for a third-party to acquire, or could discourage a third party from acquiring, a majority of our outstanding voting stock.

**17 PLAN OF DISTRIBUTION**

The shares of our common stock offered by this prospectus are being offered by the selling stockholder, Lincoln Park Capital Fund, LLC. The shares may be sold or distributed from time to time by the selling stockholder directly to one or more purchasers or through brokers, dealers, or underwriters who may act solely as agents at market prices prevailing at the time of sale, at prices related to the prevailing market prices, at negotiated prices, or at fixed prices, which may be changed. The sale of our common stock offered by this prospectus could be effected in one or more of the following methods:

- ordinary brokers' transactions;
- transactions involving cross or block trades;
- through brokers, dealers, or underwriters who may act solely as agents;
- "at the market" into an existing market for the shares of our common stock;
- in other ways not involving market makers or established business markets, including direct sales to purchasers or sales effected through agents;
- in privately negotiated transactions; or
- any combination of the foregoing.

In order to comply with the securities laws of certain states, if applicable, the shares of our common stock offered by this prospectus may be sold only through registered or licensed brokers or dealers. In addition, in certain states, the shares of our common stock offered by this prospectus may not be sold unless they have been registered or qualified for sale in the state or an exemption from the state's registration or qualification requirement is available and complied with.

Lincoln Park is an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act. Lincoln Park has informed us that it intends to use an unaffiliated broker-dealer to effectuate all sales, if any, of our common stock that it has acquired and may in the future acquire from us pursuant to the Purchase Agreement. Such sales will be made at prices and at terms then prevailing or at prices related to the then current market price. Each such unaffiliated broker-dealer will be an underwriter within the meaning of Section 2(a)(11) of the Securities Act. Lincoln Park has informed us that each such broker-dealer will receive commissions from Lincoln Park that will not exceed customary brokerage commissions. Brokers, dealers, underwriters or agents participating in the distribution of the shares of our common stock offered by this prospectus may receive compensation in the form of commissions, discounts, or concessions from the selling stockholder and/or the purchasers, for whom the broker-dealers may act as agent. The compensation paid to any such particular broker-dealer may be less than or in excess of customary commissions. Neither we nor Lincoln Park can presently estimate the amount of compensation that any agent will receive from the selling stockholder or from any purchasers of shares of our common stock sold by Lincoln Park. We know of no existing arrangements between Lincoln Park or any other stockholder, broker, dealer, underwriter or agent relating to the sale or distribution of the shares of our common stock offered by this prospectus. We may from time to time file with the SEC one or more supplements to this prospectus or amendments to the registration statement that include this prospectus to amend, supplement or update information contained in this prospectus, including, if and when required under the Securities Act, to disclose certain information relating to a particular sale of shares of our common stock offered by this prospectus by the selling stockholder, including the names of any brokers, dealers, underwriters or agents participating in the distribution of such shares of our common stock by the selling stockholder, any compensation paid by Lincoln Park to any such brokers, dealers, underwriters or agents, and any other required information. We will pay the expenses incident to the registration under the Securities Act of the offer and sale of the shares of our common stock included in this prospectus by Lincoln Park. We estimate that the total expenses for the offering will be approximately \$40,362. We have agreed to indemnify Lincoln Park and certain other persons against certain liabilities in connection with the offering of shares of our common stock offered by this prospectus, including liabilities arising under the Securities Act or, if such indemnity is unavailable, to contribute amounts required to be paid in respect of such liabilities. Lincoln Park has agreed to indemnify us against liabilities under the Securities Act that may arise from certain written information furnished to us by Lincoln Park specifically for use in this prospectus or, if such indemnity is unavailable, to contribute amounts required to be paid in respect of such liabilities.

Lincoln Park has represented to us that at no time prior to the Purchase Agreement has Lincoln Park or its agents, representatives or affiliates engaged in or effected, in any manner whatsoever, directly or indirectly, any short sale (as such term is defined in Rule 200 of Regulation SHO of the Exchange Act) of our common stock or any hedging transaction, which establishes a net short position with respect to our common stock. Lincoln Park agreed that during the term of the Purchase Agreement, it, its agents, representatives or affiliates will not enter into or effect, directly or indirectly, any of the foregoing transactions.

We have advised Lincoln Park that it is required to comply with Regulation M promulgated under the Exchange Act. With certain exceptions, Regulation M precludes the selling stockholder, any affiliated purchasers, and any broker-dealer or other person who participates in the distribution from bidding for or purchasing, or attempting to induce any person to bid for or purchase any security which is the subject of the distribution until the entire distribution is complete. Regulation M also prohibits any bids or purchases made in order to stabilize the price of a security in connection with the distribution of that security. All of the foregoing may affect the marketability of the securities offered by this prospectus. This offering will terminate on the earlier of (i) the Maturity Date, and (ii) the date that all shares offered by this prospectus have been sold by Lincoln Park.

Our common stock is listed on Nasdaq under the symbol "ENVB".

**18 LEGAL MATTERS**

The validity of the shares of common stock offered by this prospectus will be passed upon for us by Dickinson Wright PLLC, Phoenix, Arizona.

**19 EXPERTS**

The consolidated financial statements as of and for the years ended December 31, 2023 and 2022 incorporated by reference in this prospectus have been audited by Marcum LLP, an independent registered public accounting firm, as stated in their report (the report on the consolidated financial statements contains an explanatory paragraph regarding the Company's ability to continue as a going concern). Such financial statements are incorporated by reference in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

**20 INCORPORATION OF CERTAIN INFORMATION BY REFERENCE**

The following documents filed with the SEC are incorporated by reference into this prospectus:

- our Annual Report on Form 10-K for the year ended December 31, 2023, filed on March 26, 2024 ("Annual Report");
- our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2024 and June 30, 2024, filed with the SEC on May 15, 2024 and August 12, 2024, respectively;
- our Current Reports on

Form 8-K, filed on January 8, 2024, February 9, 2024, March 11, 2024, March 28, 2024, May 3, 2024, May 17, 2024, May 23, 2024, May 29, 2024, July 15, 2024 (other than any portions thereof deemed furnished and not filed); and **Â Â** the description of our common stock contained in our Form 8-A12B, filed with the Commission on November 9, 2017 (File No. 001-38286), amended and supplemented by the description of our common stock contained in Exhibit 4.1 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on March 31, 2023, and any amendment or report filed with the Commission for purposes of updating such description. **Â** We also incorporate by reference any future filings (other than current reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits filed on such form that are related to such items unless such Form 8-K expressly provides to the contrary) made with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, including those made (i) on or after the date of the initial filing of the registration statement of which this prospectus forms a part and prior to effectiveness of such registration statement, and (ii) on or after the date of this prospectus but prior to the termination of the offering (i.e., until the earlier of the date on which all of these securities registered hereunder have been sold or the registration statement of which this prospectus forms a part has been withdrawn). Information in such future filings updates and supplements the information provided in this prospectus. Any statements in any such future filings will automatically be deemed to modify and supersede any information in any document we previously filed with the SEC that is incorporated or deemed to be incorporated herein by reference to the extent that statements in the later filed document modify or replace such earlier statements. **Â** We will furnish without charge to each person, including any beneficial owner, to whom a prospectus is delivered, upon written or oral request, a copy of any or all of the documents incorporated by reference into this prospectus but not delivered with the prospectus, including exhibits that are specifically incorporated by reference into such documents. You should direct any requests for documents to: **Â** Enveric Biosciences, Inc. 4851 Tamiami Trail N, Suite 200 Naples, FL Telephone (239) 302-1707 Attention: Corporate Secretary **Â** You may also access these documents, free of charge, on the SEC's website at [www.sec.gov](http://www.sec.gov) or on our website at <https://www.enveric.com/investors/filings/>. The information contained in, or that can be accessed through, our website is not incorporated by reference in, and is not part of, this prospectus or any accompanying prospectus supplement. **Â** In accordance with Rule 412 of the Securities Act, any statement contained in a document incorporated by reference herein shall be deemed modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. **Â** You should rely only on information contained in, or incorporated by reference into, this prospectus and any prospectus supplement. We have not authorized anyone to provide you with information different from that contained in this prospectus or incorporated by reference into this prospectus. We are not making offers to sell the securities in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such an offer or solicitation. **Â** **DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES** **Â** Our directors and officers are indemnified to the fullest extent permitted under Delaware law. We also maintain insurance which protects our officers and directors against any liabilities incurred in connection with their service in such a capacity. **Â** Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a director, officer or controlling person of ours in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. **Â** **21 Â Â WHERE YOU CAN FIND MORE INFORMATION** **Â** This prospectus is part of a registration statement we filed with the SEC. This prospectus does not contain all of the information set forth in the registration statement and the exhibits to the registration statement. For further information with respect to us and the securities we are offering under this prospectus, we refer you to the registration statement and the exhibits and schedules filed as a part of the registration statement. You should rely only on the information contained in this prospectus or incorporated by reference into this prospectus. We have not authorized anyone else to provide you with different information. We are not making an offer of these securities in any jurisdiction where the offer is not permitted. You should assume that the information contained in this prospectus, or any document incorporated by reference in this prospectus, is accurate only as of the date of those respective documents, regardless of the time of delivery of this prospectus or any sale of our securities. **Â** We are subject to the informational requirements of the Exchange Act and in accordance therewith we file annual, quarterly, and other reports, proxy statements and other information with the Commission under the Exchange Act. Such reports, proxy statements and other information, including the Registration Statement, and exhibits and schedules thereto, are available to the public through the Commission's website at [www.sec.gov](http://www.sec.gov). **Â** We make available free of charge on or through our website our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, as soon as reasonably practicable after we electronically file such material with or otherwise furnish it to the Commission. The registration statement and the documents referred to under "Incorporation of Certain Information by Reference" are also available on our website [enveric.com](http://enveric.com). **Â** We have not incorporated by reference into this prospectus the information on our website, and you should not consider it to be a part of this prospectus. **Â** **22 Â Â 4,900,000 Shares of common stock** **Â Â PROSPECTUS** **Â** [â], 2024 **Â Â PART II** **Â Â INFORMATION NOT REQUIRED IN PROSPECTUS** **Â** **Item 13. Other Expenses of Issuance and Distribution.** **Â** The following table indicates the expenses to be incurred in connection with the offering described in this registration statement, other than underwriting discounts and commissions, all of which will be paid by us. All amounts are estimated except the Securities and Exchange Commission registration fee. **Â Â** Amount **Â** Securities and Exchange Commission registration fee **Â** \$361.62 **Â** Accountants' fees and expenses **Â** \$15,000 **Â** Legal fees and expenses **Â** \$25,000 **Â** Miscellaneous **Â** **Â** **Â** Total expenses **Â** \$40,361.62 **Â** **Â** **Item 14. Indemnification of Directors and Officers.** **Â** Section 145 of the Delaware General Corporation Law provides that a Delaware corporation may indemnify any persons who were, are, or are threatened to be made, parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as an officer, director, employee or agent of another corporation or enterprise. The



indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who were, are, or are threatened to be made, a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests except that no indemnification is permitted without judicial approval if the officer or director is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses (including attorneys' fees) actually and reasonably incurred. Our Certificate of Incorporation and Bylaws, provide for the indemnification of its directors and officers to the fullest extent permitted under the Delaware General Corporation Law. Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability for any: (i) transaction from which the director derives an improper personal benefit; (ii) act or omission not in good faith or that involves intentional misconduct or a knowing violation of law; (iii) unlawful payment of dividends or redemption of shares; or (iv) breach of a director's duty of loyalty to the corporation or its stockholders. Our Certificate of Incorporation, includes such a provision. Expenses incurred by any officer or director in defending any such action, suit or proceeding in advance of its final disposition shall be paid by us upon delivery of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Company.

**Item 15. Recent Sales of Unregistered Securities.** On July 22, 2022, in connection with a registered direct securities offering of common stock and pre-funded warrants, we sold unregistered preferred investment options (the "RD Preferred Investment Options") to purchase up to 375,000 shares of common stock (the "RD Offering"). Concurrently with the RD Offering, the Company entered into a securities purchase agreement (the "PIPE Securities Purchase Agreement") with institutional investors for the purchase and sale of 116,000 shares of Common Stock, pre-funded warrants to purchase up to 509,000 shares of common stock (the "PIPE Pre-Funded Warrants"), and preferred investment options (the "PIPE Preferred Investment Options") to purchase up to 625,000 shares of the common stock in a private placement (the "PIPE"). The RD offering and PIPE closed on July 26, 2022, with aggregate gross proceeds of approximately \$8 million. The aggregate net proceeds from the offerings, after deducting the placement agent fees and other estimated offering expenses, were approximately \$7.1 million. H.C. Wainwright & Co., LLC (the "Wainwright") acted as the exclusive placement agent for the RD Offering and the PIPE. Upon closing of the offerings, the Company issued Wainwright preferred investment options to purchase 70,000 shares of Common Stock (the "Wainwright Warrants"). The RD Preferred Investment Options, the PIPE Pre-Funded Warrants, the PIPE Preferred Investment Options, and the Wainwright Warrants and the shares underlying each of them were issued in reliance on the exemptions from registration provided by Section 4(a)(2) under the Securities Act and Regulation D promulgated thereunder. On November 3, 2023, we completed a private placement to Lincoln Park pursuant to which we have the right to sell to Lincoln Park up to \$10.0 million in shares of common stock, subject to certain limitations, from time to time beginning on the Effective Date until the Maturity Date. As of July 30, 2024, we have issued 1,279,880 shares, including the 139,403 Commitment Shares, to Lincoln Park as consideration for its commitment to purchase our shares under the Purchase Agreement, for total proceeds of \$577,654. In the Purchase Agreement, Lincoln Park represented to us, among other things, that it was an "accredited investor" (as such term is defined in Rule 501(a) of Regulation D under the Securities Act). The securities were and will be sold by us under the Purchase Agreement in reliance upon an exemption from the registration requirements under the Securities Act afforded by Section 4(a)(2) of the Securities Act.

**II-1 Exhibits and Financial Statement Schedules.** A INDEX TO EXHIBITS A Exhibit No. A Description A 2.1 A Share Purchase Agreement, dated January 10, 2020, by and between AMERI Holdings, Inc. and Ameri100, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 13, 2020) 2.2 A Tender Offer Support Agreement and Termination of Amalgamation Agreement, dated August 12, 2020, by and among AMERI Holdings, Inc., Jay Pharma Merger Sub, Inc., Jay Pharma Inc., 1236567 B.C. Unlimited Liability Company and Barry Kostiner, as the Ameri representative (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on August 12, 2020) 2.3 A Amendment No. 1 To Tender Offer Support Agreement and Termination of Amalgamation Agreement, dated December 18, 2020, by and among Ameri, Jay Pharma Merger Sub, Inc., Jay Pharma Inc., 1236567 B.C. Unlimited Liability Company and Barry Kostiner, as the Ameri representative (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on December 18, 2020) 2.4 A Amalgamation Agreement, dated May 24, 2021, by and among Enveric Biosciences, Inc., 1306432 B.C. LTD., 1306436 B.C. LTD., and MagicMed Industries, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K, filed with the Commission on May 24, 2021) 3.1 A Amended and Restated Certificate of Incorporation of Enveric Biosciences, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 6, 2021) 3.2 A Certificate of Amendment to Amended and Restated Certificate of Incorporation of Enveric Biosciences, Inc. (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K, filed with the Commission on January 6, 2021) 3.3 A Certificate of Designations of Series B Preferred Stock of Enveric Biosciences, Inc. (incorporated by reference to Exhibit 3.3 to the Company's Current Report on Form 8-K, filed with the Commission on January 6, 2021) 3.4 A Amended and Restated Bylaws of Enveric Biosciences, Inc. (incorporated by reference to Exhibit 3.4 to the Company's Current Report on Form 8-K, filed with the Commission on January 6, 2021) 3.5 A Amendment to the Amended and Restated Bylaws of Enveric Biosciences, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the Commission on November 18, 2021) 3.6 A Certificate of Designation of the Series C Preferred Stock of the Company, dated May 4, 2022 (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form 8-A, filed with the Securities and Exchange Commission on May 4, 2022, File No. 000-26460) 3.7 A Certificate of Amendment of Certificate of Designation of the Series C

Preferred Stock of the Company, dated May 17, 2022 (incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form 8-A/A, filed with the Securities and Exchange Commission on May 17, 2022, File No. 000 26460) 3.8 Â Certificate of Amendment of Amended and Restated Certificate of Incorporation of Enveric Biosciences, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K, filed with the Commission on July 14, 2022) 4.1 Â Description of Securities (incorporated by reference to Exhibit 4.1 of the Company's Annual Report on Form 10-K, filed with the Securities and Exchange Commission on March 31, 2023) 4.2 Â Form of Pre-Funded Warrant (issued in connection with January 2021 Registered Direct Offering) (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 12, 2021) 4.3 Â Form of Warrant (issued in connection with January 2021 Registered Direct Offering) (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the Commission on January 12, 2021) 4.4 Â Form of Warrant (issued in connection with February 2021 Registered Direct Offering) (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on February 11, 2021) 4.5 Â Form of Series B Warrant (incorporated by reference to Exhibit 4.5 to the Company's Annual Report on Form 10-K filed with the Commission on April 1, 2021) 4.6 Â Form of MagicMed Warrant Certificate (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 17, 2021) 4.7 Â Form of Common Stock Purchase Warrant (in connection with February 2022 Offering) (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on February 15, 2022) 4.8 Â Form of RD Pre-Funded Warrant (in connection with July 2022 Offering) (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 4.9 Â Form of PIPE Pre-Funded Warrant (in connection with July 2022 Offering) (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 4.10 Â Form of RD Preferred Investment Option (in connection with July 2022 Offering) (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 4.11 Â Form of PIPE Preferred Investment Option (in connection with July 2022 Offering) (incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 4.12 Â Form of Wainwright Warrant (in connection with July 2022 Offering) (incorporated by reference to Exhibit 4.5 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 4.13 Â Form of Inducement Warrant (in connection with December 2023 Offering) (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, filed with the Commission on December 29, 2023) Â II-2 Â Â 5.1\* Â Opinion of Dickinson Wright PLLC 10.1# Â Employment Agreement between Kevin Coveney and the Company, effective March 13, 2023 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on February 28, 2023) 10.2 Â Form of Securities Purchase Agreement (entered into in connection with the May 5, 2022 Private Placement) (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on May 11, 2022) 10.3 Â Certificate of the Designations, Preferences and Rights of Akos Series A Convertible Preferred Stock (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on May 11, 2022) 10.4 Â Form of Registration Rights Agreement (entered into in connection with the May 5, 2022 Private Placement) (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the Commission on May 11, 2022) 10.5 Â Form of Warrant (entered into in connection with the May 5, 2022 Private Placement) (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the Commission on May 11, 2022) 10.6 Â Form of Warrant Amendment (in connection with the July 2022 Offerings) (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 10.7 Â First Amendment to the Enveric Biosciences, Inc. 2020 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on July 14, 2022) 10.8 Â Form of Warrant Amendment (in connection with July 2022 Offering) (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 10.9 Â Form of Securities Purchase Agreement (in connection with July 2022 Offering) (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 10.10 Â Form of Securities Purchase Agreement (in connection with July 2022 Offering) (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 10.11 Â Form of Registration Rights Agreement (in connection with July 2022 Offering) (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the Commission on July 26, 2022) 10.12 Â Enveric Biosciences, Inc. 2020 Long-Term Equity Incentive Plan (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K, filed with the Commission on January 6, 2021) 10.13 Â Form of RSU Award Agreement (incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K, filed with the Commission on January 6, 2021) 10.14 Â Form of Securities Purchase Agreement, dated January 11, 2021, by and among the Company and the purchasers thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on January 12, 2021) 10.15 Â Form of Registration Rights Agreement, dated January 11, 2021, by and among the Company and the purchasers thereto (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on January 12, 2021) 10.16 Â Letter Agreement, dated January 11, 2021, by and between the Company and Alpha Capital Anstalt (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the Commission on January 12, 2021) 10.17 Â Form of Securities Purchase Agreement, dated February 9, 2021, by and among the Company and the purchasers thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on February 11, 2021) 10.18 Â Form of Registration Rights Agreement, dated February 9, 2021, by and among the Company and the purchasers thereto (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the Commission on February 11, 2021) 10.19 Â Exclusive License Agreement, between the Company and Diverse Biotech, Inc., dated March 5, 2021 (incorporated by reference to Exhibit 10.6 the Company's Quarterly Report on Form 10-Q, filed with the Commission on May 17, 2021) 10.20 Â Form of Voting and Support Agreement, dated as of May 24, 2021, by and among Enveric Biosciences, Inc. and certain shareholders of MagicMed Industries Inc. named therein (incorporated by reference to Annex B-1 to the Company's Proxy Statement/Prospectus, filed with the Commission on August 6, 2021) 10.21 Â Form of Voting Agreement, dated as of May 24, 2021, by and among MagicMed Industries Inc. and certain shareholders of Enveric Biosciences, Inc. named therein (incorporated by reference to Annex B-2 to the Company's Proxy Statement/Prospectus, filed with the Commission on August 6, 2021) 10.22 Â Form of Lock-Up Agreement, dated as of May 24, 2021, by and among Enveric

Biosciences, Inc. and certain shareholders of MagicMed Industries Inc. named therein (incorporated by reference to Annex C-1 to the Company's Proxy Statement/Prospectus, filed with the Commission on August 6, 2021) 10.23 A Form of Lock-Up/Leak-Out Agreement, dated as of May 24, 2021, by and among Enveric Biosciences, Inc. and certain shareholders of MagicMed Industries Inc. named therein (incorporated by reference to Annex C-2 to the Company's Proxy Statement/Prospectus, filed with the Commission on August 3, 2021) 10.24# A Employment Agreement between Joseph Tucker and Enveric Biosciences, Inc. (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 24, 2021) 10.25# A Employment Agreement between Peter Facchini and Enveric Biosciences, Inc. (incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 24, 2021) 10.26# A Employment Agreement between Jillian Hagel and Enveric Biosciences, Inc. (incorporated by reference to Exhibit 10.3 of the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 24, 2021) 10.27 A MagicMed Stock Option Plan, as amended September 10, 2021 (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 17, 2021) 10.28\* A Purchase Agreement, dated November 3, 2023, by and among the Company and Lincoln Park Capital Fund, LLC (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed with the Commission on November 6, 2023) 10.29\* A Registration Rights Agreement, dated November 3, 2023, by and among the Company and Lincoln Park Capital Fund, LLC (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K, filed with the Commission on November 6, 2023) 10.30\*\* A Form of Inducement Warrant, dated December 28, 2023, by and among the investors thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the Commission on December 29, 2023) A II-3 A A 10.31 A Form of Common Stock Purchase Agreement, dated March 8, 2024, between Enveric Biosciences, Inc. and the investors set forth therein (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on March 11, 2024) 10.32 A Form of Common Stock Purchase Agreement, dated May 3, 2024, between Enveric Biosciences, Inc. and the investors set forth therein (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed with the Commission on May 3, 2024) 21.1 A Subsidiaries (incorporated by reference to Exhibit 21.1 of the Company's Annual Report on Form 10-K, filed with the Securities and Exchange Commission on March 31, 2023) 23.1\* A Consent of Dickinson Wright PLLC (included in Exhibit 5.1) 23.2\* A Consent of independent registered public accountant " Marcum LLP 24.1\* A Power of Attorney (contained in the signature page of this registration statement) 107\* A Filing Fee Table A \* A Filed herewith. \*\* A Certain confidential portions of this Exhibit were omitted by means of marking such portions with brackets (" [\*\*\*] ") because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed. # A Management contract or compensatory plan or arrangement. A Item 17. Undertakings. A The undersigned registrant hereby undertakes to A (a) Provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser. A (b) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: A (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933; A (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the " Calculation of Registration Fee " table in the effective registration statement; and A (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; A (c) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. A (d) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering. A (e) For the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (A 230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use. A II-4 A A (f) That for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser: A (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424; A (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant; A (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and A (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser. A (g) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding)

is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(h) That:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

II-5 SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Naples, Florida, on the day of September 4, 2024.

ENVERIC BIOSCIENCES INC.

By: /s/ Joseph Tucker Name: Joseph Tucker, Ph. D. Title: Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of Enveric Biosciences Inc., hereby severally constitute and appoint Kevin Coveney and Joseph Tucker, Ph.D., and each of them singly (with full power to each of them to act alone), to sign any and all amendments (including post-effective amendments) to this registration statement (or any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities held on the dates indicated:

Signature	Title	Date
/s/ Joseph Tucker	Joseph Tucker, Ph.D. Chief Executive Officer and Director (Principal Executive Officer)	September 4, 2024
/s/ Kevin Coveney	Kevin Coveney Chief Financial Officer (Principal Financial Officer)	September 4, 2024
/s/ George Kegler	George Kegler Director	September 4, 2024
/s/ Frank Pasqualone	Frank Pasqualone Director	September 4, 2024
/s/ Michael Webb	Michael Webb Director (Chairman)	September 4, 2024
/s/ Marcus Schabacker	Marcus Schabacker, M.D., Ph.D. Director	September 4, 2024
/s/ Sheila DeWitt	Sheila DeWitt, Ph.D. Director	September 4, 2024

II-6 Exhibit 5.1

1850 North Central Ave., Suite 1400 Phoenix, AZ 85004 Telephone: (602) 285-5000 Facsimile: (844) 670-6009 <http://www.dickinsonwright.com> September 4, 2024

Enveric Biosciences, Inc. 4851 Tamiami Trail N, Suite 200 Naples, FL 34103

Ladies and Gentlemen:

We have acted as counsel to Enveric Biosciences, Inc., a Delaware corporation (the "Company"), in connection with the issuance of this opinion that relates to the Registration Statement on Form S-1 (the "Registration Statement"), filed by the Company with the Securities and Exchange Commission ("SEC") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement covers the resale, by the investor listed therein, from time to time pursuant to Rule 415 of the Securities Act as set forth in the Registration Statement, of 4,900,000 shares (the "Shares") of common stock, par value \$0.01 per share, of the Company ("Common Stock") that have been or may be issued to Lincoln Park Capital Fund, LLC (the "Investor") pursuant to the Purchase Agreement dated as of November 3, 2023 (the "Purchase Agreement"), by and between the Company and the Investor. The Shares may be issued to the Selling Stockholder from time to time hereafter pursuant to the Purchase Agreement.

This opinion is being delivered in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K under the Securities Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement.

In connection with the preparation of this opinion, we have examined such documents and considered such questions of law as we have deemed necessary or appropriate. We have assumed the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies thereof and the genuineness of all signatures. As to questions of fact material to our opinions, we have relied upon the certificates of certain officers of the Company without independent investigation or verification.

Dickinson Wright PLLC September 4, 2024

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Based on the foregoing, we are of the opinion that the Shares have been duly authorized by all requisite corporate action on the part of the Company under the Delaware General Corporation Law and, when the Shares are delivered and paid for in accordance with the terms of the Purchase Agreement and when evidence of the issuance thereof is duly recorded in the Company's books and records, the Shares will be validly issued, fully paid and non-assessable.

This opinion is expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Shares, the Purchase Agreement or any other agreements or transactions that may be related thereto or contemplated thereby. We are expressing no opinion as to any obligations that parties other than the Company may have under or in respect of the Shares or as to the effect that their performance of such obligations may have upon any of the matters referred to above. No opinion may be implied or inferred beyond the opinion expressly stated above.

This opinion is limited in all respects to matters arising under the Delaware General Corporation Law. Our review of matters arising under the Delaware General Corporation Law has been limited to a review of the text of the Delaware General Corporation Law as set forth at 8 Del. C. chapter 1, which is stated to include all acts effective as of August 12, 2024, in each case without regard to any legislative history or judicial decisions or any rules, regulations, guidelines, releases or interpretations thereof or any other review of the laws of the State of Delaware. We assume that such publication accurately sets forth the provisions of the Delaware General Corporation Law as in effect on the date hereof. We disclaim any obligation to revise or supplement the opinion rendered herein should the above-referenced laws be changed by legislative or regulatory action, judicial decision or otherwise or any fact or circumstance changes that may hereafter be brought to our attention whether or not such occurrence would affect or modify the opinion expressed herein. We express no opinion with respect to the law of any other jurisdiction.

We hereby consent to the use of this opinion as Exhibit 5.1 to the Registration Statement filed with the SEC on the date hereof. In giving such consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder. It is understood that this opinion is to be used only in connection with the offer and sale of the Shares being registered while the Registration Statement is effective under the Securities Act.

Very truly yours,

Dickinson Wright PLLC

Â Exhibit23.2Â IndependentRegistered Public Accounting Firmâ€™ s ConsentÂ We consent to the incorporation by reference in this Registration Statement of Enveric Biosciences, Inc. on Form S-1 of our report dated March 25, 2024, which includes an explanatory paragraph as to the Companyâ€™ s ability to continue as a going concern, with respect to our audits of the consolidated financial statements of Enveric Biosciences, Inc. as of and for the years ended December 31, 2023 and 2022 appearing in the Annual Report on Form 10-K of Enveric Biosciences, Inc. for the year ended December 31, 2023. We also consent to the reference to our firm under the heading â€œExpertsâ€ in the Prospectus, which is part of this Registration Statement.

/s/Marcum LLP  
Marcum LLP  
East Hanover, New Jersey  
September 4, 2024

Â Â Â Exhibit 107  
Calculation of Filing Fee Tables  
Form S-1 (Form Type)  
Enveric Biosciences, Inc. (Exact Name of Registrant as Specified in its Charter)

Table 1: Securities to Be Registered and Carry Forward Securities
Security Type
Security Class Title
Fee Calculation or Carry Forward Rule
Amount to Be Registered (1)
Proposed Maximum Offering Price Per Share (2)
Proposed Maximum Aggregate Offering Price (2) * Fee Rate
Amount of Registration Fee (2) * Securities to Be Registered Fees to Be Paid
Equity
Shares of Common Stock,
\$0.01 par value per share
Other
Â 4,900,000
Â \$ 0.50
Â \$ 2,450,000
Â 0.00014760
Â \$ 361.62
Â Total Offering Amounts
Â \$ 2,450,000
Â \$ 361.62
Â Total Fees Previously Paid
Â Net Fee Due
Â \$ 361.62

(1) Represents shares of common stock that are issuable at the option of the registrant pursuant to a purchase agreement with the selling stockholder. The shares will be offered for resale by the selling stockholder. Pursuant to Rule 416(a), there are also being registered an indeterminable number of additional securities as may be issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.

(2) In accordance with Rule 457(c), based on the average of the high (\$0.52) and low (\$0.48) prices of the Common Stock on the Nasdaq Capital Market on August 30, 2024.

Table 3: Combined Prospectuses

Security Type
Security Class Title
Amount of Securities
%Previously Registered(1)
%Maximum Aggregate Offering
%Price of Securities Previously Registered
%Form %Type
File Number
%Initial Effective Date
Equity
Equity
1,279,880 (3)
\$2,431,772
S-1
333-275380
12/5/2023

(3) No registration fee is payable in connection with the aggregate of 1,279,880 shares of Common Stock previously registered under the Registration Statement on Form S-1 filed with the SEC on November 8, 2023 and amended on December 1, 2023, which was declared effective by the SEC on December 5, 2023 (SEC File No. 333-275380) (the "Prior Registration Statement") because such securities are being transferred from the Prior Registration pursuant to Rule 429(b) under the Securities Act. See "Rule 429 Statement" in this registration statement.