

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

CEL SCI CORP

Form: S-1

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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1Registration Statement Under
THE SECURITIES ACT OF 1933**CEL-SCI CORPORATION**

(Exact name of registrant as specified in charter)

Colorado

(State or other jurisdiction of incorporation)

8229 Boone Blvd. #802
Vienna, Virginia 22182
(703) 506-9460

84-0916344

(IRS Employer I.D. Number)

(Address, including zip code, and telephone number including area of principal executive offices)

Geert Kersten
8229 Boone Blvd. #802
Vienna, Virginia 22182
(703) 506-9460

(Name and address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including all communications sent
to the agent for service, should be sent to:William T. Hart, Esq.
Hart & Hart
1624 Washington Street
Denver, Colorado 80203
(303) 839-0061As soon as practicable after the effective date of this Registration Statement
APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box: If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, 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	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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

Title of each Class of Securities to be Registered	Securities to be Registered	Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common stock offered by selling shareholders	613,792	\$ 14.92	\$ 157,777	\$ 1,189

The registrant hereby amends this Registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may

determine.

PROSPECTUS

CEL-SCI CORPORATION Common Stock

By means of this prospectus:

- a number of our warrant holders are offering to sell up to 563,792 shares of our common stock which are issuable upon the exercise of our outstanding warrants and
- a shareholder is offering 50,000 shares of common stock which we issued in payment of amounts we owe to the shareholder for services provided in connection with our Phase III clinical trial.

On May 26, 2020, we lowered the exercise price of our Series V warrants to \$13.75 per share and extended the expiration date of the warrants to June 25, 2020. The Series V warrants were originally issued as part of a financing on May 28, 2015. For each Series V warrant exercised on or before June 10, 2020 the former holder of the Series V warrant received one Series XX warrant. Every Series XX warrant will allow the holder to purchase one share of our common stock at a price of \$18.00 per share at any time on or before September 10, 2020. As of June 10, 2020, 461,953 Series V warrants had been exercised entitling the former holders of the Series V warrants to 461,953 Series XX warrants. For each Series V warrant exercised after June 10, 2020 but on or before June 25, 2020 the former holder of the Series V warrant received one Series YY warrant. Every two Series YY warrants will allow the holder to purchase one share of our common stock at a price of \$20.00 per share at any time on or before September 25, 2020. As of June 25, 2020, 203,678 Series V warrants had been exercised entitling the former holders of the Series V warrants to 101,839 Series YY warrants.

We have agreed to pay Dawson James Securities, Inc. 3.5% of the amount received from the exercise of each Series V warrant.

The warrant holders are sometimes referred to in this prospectus as the "selling shareholders".

Although we will receive proceeds if any of the warrants are exercised, we will not receive any proceeds from the sale of the common stock by the selling shareholders. We will pay for the expenses of this offering which are estimated to be \$30,000.

Our common stock is traded on the NYSE American under the symbol CVM. On June 30, 2020, the closing price for our common stock was \$14.92.

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.

THESE SECURITIES ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. FOR A DESCRIPTION OF CERTAIN IMPORTANT FACTORS THAT SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" BEGINNING ON PAGE 13 OF OUR 2019 ANNUAL REPORT ON FORM 10-K/A WHICH IS INCORPORATED BY REFERENCE.

The date of this prospectus is July __, 2020

PROSPECTUS SUMMARY

This summary highlights certain information about us, this offering and information appearing elsewhere in this prospectus and in the documents we incorporate by reference. This summary is not complete and does not contain all of the information that you should consider before investing in our securities. To fully understand this offering and its consequences to you should read this entire prospectus carefully, including the documents incorporated by reference, in this prospectus before making an investment decision.

Our Company

We are dedicated to research and development directed at improving the treatment of cancer and other diseases by using the immune system, the body's natural defense system. We are currently focused on the development of the following product candidates and technologies:

- 1) Multikine® (Leukocyte Interleukin, Injection), or Multikine, an investigational immunotherapy under development for the potential treatment of certain head and neck cancers;
- 2) L.E.A.P.S. (Ligand Epitope Antigen Presentation System) technology, or LEAPS, with two investigational therapies, CEL-2000 and CEL-4000, vaccine product candidates under development for the potential treatment of rheumatoid arthritis, LEAPS-H1N1-DC, a product candidate under development for the potential treatment of pandemic influenza in hospitalized patients, and LEAPS COVID-19 vaccine product candidate under development to potentially treat/prevent COVID-19 coronavirus.

We were formed as a Colorado corporation in 1983. Our principal office is located at 8229 Boone Boulevard, Suite 802, Vienna, Virginia 22182. Our telephone number is 703-506-9460 and our web site is www.cel-sci.com. Except for the information incorporated by reference, the information contained in, and that which can be accessed through, our website is not incorporated into and does not form a part of this prospectus.

Our common stock is publicly traded on the NYSE American under the symbol "CVM". The high and low closing prices of our common stock, as reported by the NYSE American, during the three months ended June 30, 2020 were \$18.00 and \$9.64, respectively.

As of June 30, 2020, we had 38,522,236 outstanding shares of common stock. This number excludes 13,410,561 shares that may be issued upon the exercise of outstanding warrants and options with a weighted average exercise price of \$7.34 per share.

Recent Developments

We announced on April 23, 2020 that the Independent Data Monitoring Committee (IDMC) for our Phase 3 clinical trial of Multikine had completed its most recent review of the Phase 3 study data, which it performs periodically at regular intervals as required by our study protocol. The data from all 928 enrolled patients were provided to the IDMC by the clinical research organization (CRO) responsible for data management of this Phase 3 study.

The IDMC recommended that we continue the trial until the appropriate number of events have occurred.

IDMCs are committees commonly used by sponsors of clinical trials to protect the interests of the patients and the integrity of the study data in ongoing trials, especially when the trials involve patients with life threatening diseases, and when, as in cancer clinical trials, they extend over long periods of time. The continuation of our Phase 3 trial could be the result of factors other than Multikine and may not be indicative of a potential positive outcome for the trial.

On May 4, 2020 we announced that our pivotal Phase 3 head and neck cancer study of Multikine (Leukocyte Interleukin, Inj.) immunotherapy had reached the targeted threshold of 298 events (deaths) required to conduct the data evaluation. We are now in the phase that involves database lock and final analysis of the trial results. Given that the CROs, not CEL-SCI, are running these activities and the uncertainties surrounding COVID 19 and its effect on travel and hospitals, we cannot give a reliable timeline. We will continue to remain blinded to the study results throughout this process. We will be advised of the results when the analysis is completed and the study results will be announced to the public at that time.

The Offering

By means of this prospectus:

- a number of our warrant holders are offering to sell up to 563,792 shares of our common stock which are issuable upon the exercise of our outstanding warrants and
- a shareholder is offering 50,000 shares of common stock which we issued in payment of amounts we owe to the shareholder for services provided in connection with our Phase III clinical trial.

The purchase of the securities offered by this prospectus involves a high degree of risk. Risk factors include our history of losses and our need for additional capital.

INCORPORATION OF DOCUMENTS BY REFERENCE

We incorporate by reference the filed documents listed below, except as superseded, supplemented or modified by this prospectus and any future filings we will make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act:

- our Annual Report on Form 10-K/A for the fiscal year ended September 30, 2019;
- our Quarterly Report on Form 10-Q for the period ended December 31, 2019;
- our Quarterly Report on Form 10-Q for the period ended March 31, 2020;
- our Current Reports on Form 8-K filed with the SEC on October 15, 2019, December 23, 2019, December 26, 2019, February 20, 2020, March 24, 2020, April 17, 2020 and May 26, 2020;
- our Proxy Statement relating to our April 17, 2020 Annual Meeting of Shareholders;

The documents incorporated by reference contain important information concerning:

- our Business;
- Risk Factors relating to an investment in our securities;
- our Management and matters relating to Corporate Governance;
- our Principal Shareholders; and
- our Financial Statements and our Management's Discussion of our Results of Operations and our Financial Conditions;

We will provide, without charge, to each person to whom a copy of this prospectus is delivered, including any beneficial owner, upon the written or oral request of such person, a copy of any or all of the documents incorporated by reference above, including exhibits. Requests should be directed to:

CEL-SCI Corporation
8229 Boone Blvd., #802
Vienna, Virginia 22182
(703) 506-9460

The documents incorporated by reference may be accessed at our website: www.cel-sci.com.

FORWARD-LOOKING STATEMENTS

This prospectus and the documents that are incorporated by reference into this prospectus contain or incorporate by reference “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. You can generally identify these forward-looking statements by forward-looking words such as “anticipates,” “believes,” “expects,” “intends,” “future,” “could,” “estimates,” “plans,” “would,” “should,” “potential,” “continues” and similar words or expressions (as well as other words or expressions referencing future events, conditions or circumstances). These forward-looking statements involve risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements, including, but not limited to:

- the progress and timing of, and the amount of expenses associated with, our research, development and commercialization activities for our product candidates, including Multikine;
- our expectations regarding the timing, costs and outcome of any pending or future litigation matters, lawsuits or arbitration proceeding;
- the success of our clinical studies for our product candidates;
- our ability to obtain U.S. and foreign regulatory approval for our product candidates and the ability of our product candidates to meet existing or future regulatory standards;
- our expectations regarding federal, state and foreign regulatory requirements;
- the therapeutic benefits and effectiveness of our product candidates;
- the safety profile and related adverse events of our product candidates;
- our ability to manufacture sufficient amounts of Multikine or our other product candidates for use in our clinical studies or, if approved, for commercialization activities following such regulatory approvals;
- our plans with respect to collaborations and licenses related to the development, manufacture or sale of our product candidates;
- business disruption and related risks resulting from the recent pandemic of the novel coronavirus 2019 (COVID-19);
- our expectations as to future financial performance, expense levels and liquidity sources;
- our ability to compete with other companies that are or may be developing or selling products that are competitive with our product candidates;
- anticipated trends and challenges in our potential markets;
- our ability to attract, retain and motivate key personnel;
- our ability to continue as a going concern; and
- our liquidity.

All forward-looking statements are expressly qualified in their entirety by this cautionary statement. The forward-looking statements contained in this prospectus and any document incorporated reference in this prospectus, speak only as of their respective dates. Except to the extent required by applicable laws and regulations, we undertake no obligation to update these forward-looking statements to reflect new information, events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events. In light of these risks and uncertainties, the forward-looking events and circumstances described in this prospectus and the documents that are incorporated by reference into this prospectus may not occur and actual results could differ materially from those anticipated or implied in such forward-looking statements. Accordingly, you are cautioned not to place undue reliance on these forward-looking statements.

RISK FACTORS

In addition to risks disclosed in the documents we incorporate by reference, potential investors should be aware of the following additional risks.

Risks Related to our Business

We face business disruption and related risks resulting from the recent pandemic of the novel coronavirus 2019 (COVID-19), which could have a material adverse effect on our business plan.

The development of our product candidates could be disrupted and materially adversely affected by the recent outbreak of COVID-19. As a result of measures imposed by the governments in affected regions, businesses and schools have been suspended due to quarantines intended to contain this outbreak. The spread of SARS CoV-2 from China to other countries has resulted in the Director General of the World Health Organization declaring COVID-19 a pandemic on March 11, 2020. International stock markets have reflected the uncertainty associated with the slow-down in the world economies. The significant declines in the Dow Industrial Average were largely attributed to the effects of COVID-19. We are still assessing our business plans and the impact COVID-19 may have on our ability to conduct our preclinical studies and clinical trials, but there can be no assurance that this analysis will enable us to avoid part or all of any impact from the spread of COVID-19 or its consequences, including downturns in business sentiment generally. The extent to which the COVID-19 pandemic and global efforts to contain its spread will impact our operations will depend on future developments, which are highly uncertain and cannot be predicted at this time, and include the duration, severity and scope of the pandemic and the actions taken to contain or treat the COVID-19 pandemic.

Risks Related to this Offering

A provision in our Bylaws regarding shareholder claims may not be enforceable.

Article X of our bylaws provides that stockholder claims brought against us, or our officers or directors, including any derivative claim or claim purportedly filed on our behalf, must be brought in the U.S. District Court for the district of Delaware.

Although it is our intent that this provision applies to actions arising under the Securities Act of 1933 and the Securities Exchange Act of 1934 there is uncertainty as to whether a court would enforce this provision since Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations under the Securities Act.

In addition, since this provision in our bylaws applies to state law claims there is uncertainty as to whether any court would enforce this provision.

DILUTION

As of March 31, 2020, we had a net tangible book value of \$0.32 per share. An investor purchasing shares in this offering will suffer dilution equal in amount to the difference between the price paid for the shares and our net tangible book value at the time of purchase.

DESCRIPTION OF COMMON STOCK

We are authorized to issue 600,000,000 shares of common stock. Holders of our common stock are each entitled to cast one vote for each share held of record on all matters presented to the shareholders. Cumulative voting is not allowed; hence, the holders of a majority of our outstanding common shares can elect all directors.

Holders of our common stock are entitled to receive such dividends as may be declared by our Board of Directors out of funds legally available and, in the event of liquidation, to share pro rata in any distribution of our assets after payment of liabilities. Our Board of Directors is not obligated to declare a dividend. It is not anticipated that dividends will be paid in the foreseeable future.

Holders of our common stock do not have preemptive rights to subscribe to additional shares if issued. There are no conversion, redemption, sinking fund or similar provisions regarding the common stock. All outstanding shares of common stock are fully paid and non-assessable.

Article X of our bylaws provides that stockholder claims brought against us, or our officers or directors, including any derivative claim or claim purportedly filed on our behalf, must be brought in the U.S. District Court for the district of Delaware.

Although it is our intent that this provision applies to actions arising under the Securities Act of 1933 and the Securities Exchange Act of 1934 there is uncertainty as to whether a court would enforce this provision since Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations under the Securities Act.

In addition, since this provision in our bylaws applies to state law claims there is uncertainty as to whether any court would enforce this provision.

SELLING SHAREHOLDERS

On May 26, 2020, we lowered the exercise price of our Series V warrants to \$13.75 per share and extended the expiration date of the warrants to June 25, 2020. The Series V warrants were originally issued as part of a financing on May 28, 2015. For each Series V warrant exercised on or before June 10, 2020 the former holder of the Series V warrant received one Series XX warrant. Every Series XX warrant will allow the holder to purchase one share of our common stock at a price of \$18.00 per share at any time on or before September 10, 2020. As of June 10, 2020, 461,953 Series V warrants had been exercised entitling the former holders of the Series V warrants to 461,953 Series XX warrants. For each Series V warrant exercised after June 10, 2020 but on or before June 25, 2020 the former holder of the Series V warrant received one Series YY warrant. Every two Series YY warrants will allow the holder to purchase one share of our common stock at a price of \$20.00 per share at any time on or before September 25, 2020. As of June 25, 2020, 203,678 Series V warrants had been exercised entitling the former holders of the Series V warrants to 101,839 Series YY warrants.

We have agreed to pay Dawson James Securities, Inc. 3.5% of the amount received from the exercise of each Series V warrant.

We have issued 50,000 shares of our common stock to Ergomed plc in payment of services provided by Ergomed in connection with our Phase III clinical trial. Ergomed has the option to sell these 50,000 shares by means of this prospectus.

The warrant holders and Ergomed are sometimes referred to in this prospectus as the "selling shareholders".

We will not receive any proceeds from the sale of the securities by the selling shareholders. We will pay all costs of registering the securities offered by the selling shareholders. These costs, based upon the time related to preparing this section of the prospectus, are estimated to be \$2,000. The selling shareholders will pay all sales commissions and other costs of the sale of their shares.

The selling shareholders are listed below.

<u>Name of Selling Shareholder</u>	<u>Shares Owned</u>	<u>Warrant Series</u>	<u>Shares issuable upon exercise of warrants</u>	<u>Shares to be sold in this offering</u>	<u>Share ownership after offering</u>
Alex James Tringas	-	Series XX	2,532	2,532	-
Alexis Tringas	-	Series XX	1,416	1,416	-
Andrew D. Schwartz	-	Series XX	6,000	6,000	-
Andrew Gulino	-	Series XX	152	152	-
Andrew William McAlpine	-	Series XX	1,601	1,601	-
Auxol Capital LLC	-	Series XX	4,000	4,000	-
Barry Batson	-	Series XX	1,140	1,140	-
Brad Cleaves	-	Series XX	1,012	1,012	-
Brian Arnold	-	Series XX	264	264	-
Brian J. & Patricia Stout	-	Series XX	684	684	-
BRR Palm Irr Tr	-	Series XX	6,000	6,000	-
Charles E. Mueller & Michele Mueller JTWROS	-	Series XX	1,012	1,012	-
Chaskel Frankl	-	Series XX	1,264	1,264	-
D&C Construction	-	Series XX	1,264	1,264	-
DAFNA LifeScience Select LP	-	Series XX	12,068	12,068	-
Daniel C. Willaby	-	Series XX	1,264	1,264	-
Daniel J. Corey	-	Series XX	7,596	7,596	-
Daniel M. Foley	-	Series XX	2,139	2,139	-
Daniel Shalhoub	-	Series XX	760	760	-
Daniel W. Armstrong	-	Series XX	6,000	6,000	-
David R. Mattson	-	Series XX	252	252	-
David Wagner	-	Series XX	2,532	2,532	-
Dawson James Securities, Inc.	-	Series XX	11,014	11,014	-
Dean Scott Nye	-	Series XX	1,264	1,264	-
Dennis Cryan	-	Series XX	2,100	2,100	-
Donald S. Wegner	-	Series XX	812	812	-
Dram Investments	-	Series XX	2,708	2,708	-
Eisenberg Family Foundation Inc.	-	Series XX	4,000	4,000	-
Elbow Canyon Estates	-	Series XX	1,264	1,264	-
Francis M. Chan Living Trust	-	Series XX	1,354	1,354	-
Gary Lively	-	Series XX	2,380	2,380	-
Gary Lively IRA	-	Series XX	152	152	-
George Wright III	-	Series XX	508	508	-
Gilya Alchits	-	Series XX	2,532	2,532	-
Gregory A. Harrison	-	Series XX	1,264	1,264	-
Intl FCStone Financial Inc C/F Chris Campbell IRA	-	Series XX	1,400	1,400	-
Intl FCStone Financial Inc C/F Nazim Lokhandwala RO IRA	-	Series XX	1,520	1,520	-
Intl FCStone Financial Inc CF Robert Lindmark Sep IRA	-	Series XX	2,000	2,000	-
Investor Company ITF Anson Investments Master Fund LP A/C 5J5636F	-	Series XX	101,264	101,264	-
Jack S. Jacobsen	-	Series XX	5,064	5,064	-
Jason Stern Lyons	-	Series XX	2,139	2,139	-
Jeffrey & Shaela Negus Rev Living Trust J	-	Series XX	1,012	1,012	-
Jennifer Svoboda	-	Series XX	3,899	3,899	-
Jennifer Svoboda C/F Weston Svoboda UTMA/NE	-	Series XX	1,435	1,435	-
Jennifer Svoboda C/F Wryder J Svoboda UTMA/NE	-	Series XX	1,435	1,435	-
Joel Pruzansky	-	Series XX	2,532	2,532	-
Jonathan Stanney IRA	-	Series XX	3,544	3,544	-
John Davis III	-	Series XX	1,264	1,264	-
John R. Baleno	-	Series XX	6,000	6,000	-
Jordan Family LLC	-	Series XX	2,708	2,708	-
Joseph Kazickas	-	Series XX	632	632	-
Joseph Secrist	-	Series XX	707	707	-
Louis M. Ciccone	-	Series XX	1,264	1,264	-
Malcolm Hammond	-	Series XX	5,064	5,064	-
Marian Martinez	-	Series XX	508	508	-
Mark Buster	-	Series XX	252	252	-
Mark Livingston	-	Series XX	1,672	1,672	-
Michael Bannister	-	Series XX	3,036	3,036	-
Michael Corsetto	-	Series XX	252	252	-

Michael Stapley	-	Series XX	608	608	-
Park West Investors Master Fund, Limited	-	Series XX	129,423	129,423	-
Park West Partners International, Limited	-	Series XX	29,096	29,096	-
Patricia Stout IRA Rollover - Pershing LLC as Custodian	-	Series XX	304	304	-
Patrick Caldwell	-	Series XX	834	834	-
Paul R. Lachance	-	Series XX	6,851	6,851	-
Peter G. Les & Georgois D. Vamvakas JTIC	-	Series XX	657	657	-
Philip Braswell	-	Series XX	356	356	-
R. Douglas Armstrong	-	Series XX	4,000	4,000	-
Rick Weber	-	Series XX	252	252	-
Robert D. Keyser, Jr.	-	Series XX	4,000	4,000	-
Robert Stanger	-	Series XX	1,082	1,082	-
Ronald Barlow	-	Series XX	508	508	-
Roseann Wilson	-	Series XX	675	675	-
Roy Grabanski	-	Series XX	1,012	1,012	-
Sally E. Reed	-	Series XX	5,064	5,064	-
Samuel Abshire	-	Series XX	1,264	1,264	-
Scott Stanney	-	Series XX	1,264	1,264	-
Shawn Hooker	-	Series XX	1,264	1,264	-
Stephen Ross TOD	-	Series XX	508	508	-
Steven Alman	-	Series XX	1,012	1,012	-
Steven E. Kantor	-	Series XX	2,532	2,532	-
Wallace Chapiewski	-	Series XX	708	708	-
Warberg WF VII LP	-	Series XX	22,784	22,784	-
William St. Pierre	-	Series XX	1,012	1,012	-
William Stuart	-	Series XX	1,976	1,976	-
Arun Virick	-	Series YY	254	254	-
Charles Strogen	-	Series YY	3,038	3,038	-
Christine A. Mittman	-	Series YY	2,026	2,026	-
Elfatih M. Ibrahim	-	Series YY	12,658	12,658	-
Intl FC Stone C/F Frederick Van Massey Sep IRA	-	Series YY	360	360	-
Intl FC Stone C/F Jay Kopp	-	Series YY	140	140	-
Jason Curtis	-	Series YY	1,045	1,045	-
Jason Eisenbeis & Rhonda Helen Eisenbeis JTWROS	-	Series YY	222	222	-
Matthew M. Bogust	-	Series YY	1,300	1,300	-

Michael Brand Digan	-	Series YY	760	760	-
Norman McClain	-	Series YY	255	255	-
Oretun AS	-	Series YY	1,012	1,012	-
Patricia Farrell Horowitz Trust	-	Series YY	202	202	-
Patrick Caldwell	-	Series YY	153	153	-
Paul David Crain	-	Series YY	1,625	1,625	-
Paul R. Lachance	-	Series YY	1,131	1,131	-
Paul Rodriguez	-	Series YY	1,518	1,518	-
Peter Les & Georgios Vamvakas	-	Series YY	72	72	-
Raul Aparicio	-	Series YY	2,532	2,532	-
Richard Brooks	-	Series YY	836	836	-
Robert Regan	-	Series YY	127	127	-
Seraz Khan & Sabuhi Khan JTWROS	-	Series YY	744	744	-
Sreenivas Sanikommu	-	Series YY	506	506	-
Steven Freifeld	-	Series YY	2,000	2,000	-
Thesken Family LTD Partnership	-	Series YY	760	760	-
Thomas Paukert	-	Series YY	152	152	-
Wei Kai Chang	-	Series YY	506	506	-
William T. Vogt JR	-	Series YY	886	886	-
FBO Andrew Hubert Horodowicz	-	Series YY	632	632	-
Jeffrey Fromowitz TOD Jolie Fromowitz	-	Series YY	1,266	1,266	-
Michael McManus TOD Julie McManus	-	Series YY	1,266	1,266	-
Scott H. Olinick Kerri Olinick Ttee The Olinick Fmly Life Ins Tru U/A 10/27/98	-	Series YY	5,110	5,110	-
Willard Pugh TOD Marie Knutsen-Pugh	-	Series YY	254	254	-
Christine Lindmark	-	Series YY	200	200	-
JJL Capital LLC	-	Series YY	400	400	-
Elvira Seminario	-	Series YY	760	760	-
George Zemak	-	Series YY	65	65	-
John Shareholder	-	Series YY	3,080	3,080	-
MMCAP International Inc. SPC	-	Series YY	50,632	50,632	-
Alta Partners LLC	-	Series YY	1,354	1,354	-
Ergomed plc	50,000	-	-	50,000	-

The controlling persons of the non-individual selling shareholders are:

Name of Shareholder	Controlling Person
Auxol Capital LLC	Robert D. Keyser, Jr. and R. Douglas Armstrong
BRR Palm Irr Tr	Roxanne Rosetto
D&C Construction	Bradford Cleaves
DAFNA LifeScience Select LP	Xun Lin
Dawson James Securities, Inc.	Robert Keyser Jr.
Dram Investments	David Olshansky
Eisenberg Family Foundation Inc.	Solomon Eisenberg
Elbow Canyon Estates	Russell Bergstrom
Investor Company ITF Anson Investments Master Fund LP A/C 5J5636F	Amin Nathoo
MMCAP International Inc. SPC	Matthew Maclsaac
Park West Asset Management LLC	Peter S. Park
Warberg WF VII LP	Jonathan Blumberg
Oretun AS	Siem Ole Martin
Patricia Farrell Horowitz Trust	Patricia Farrell Horowitz
Thesken Family LTD Partnership	Laurie Whitaker
Scott H Olinick Kerri Olinick Ttee The Olinick Fmly Life Ins Tru U/A 10/27/98	Scott H Olinick and Kerri Olinick
JJL Capital LLC	John Lowe
Alta Partners LLC	Steven Cohen
Ergomed plc	Richard Barfield

Dawson James Securities, Inc. is a securities broker. R. Douglas Armstrong and Robert D. Keyser are affiliates of Dawson James Securities. Auxol Capital is controlled by Mr. Armstrong and Mr. Keyser.

The shares of common stock may be sold by the selling shareholders by one or more of the following methods, without limitation:

- a block trade in which a broker or dealer so engaged will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker or dealer as principal and resale by such broker or dealer for its account pursuant to this prospectus;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers; and
- face-to-face transactions between sellers and purchasers without a broker/dealer.

In completing sales, brokers or dealers engaged by the selling shareholders may arrange for other brokers or dealers to participate. Brokers or dealers may receive commissions or discounts from the selling shareholders in amounts to be negotiated. As to any particular broker-dealer, this compensation might be in excess of customary commissions. Neither we nor the selling shareholders can presently estimate the amount of such compensation. Notwithstanding the above, no FINRA member will charge commissions that exceed 8% of the total proceeds from the sale.

The selling shareholders and any broker/dealers who act in connection with the sale of its securities may be deemed to be "underwriters" within the meaning of §2(11) of the Securities Acts of 1933, and any commissions received by them and any profit on any resale of the securities as principal might be deemed to be underwriting discounts and commissions under the Securities Act.

If the selling shareholder enters into an agreement to sell its securities to a broker-dealer as principal, and the broker-dealer is acting as an underwriter, we will file a post-effective amendment to the registration statement, of which this prospectus is a part, identifying the broker-dealer, providing required information concerning the plan of distribution, and otherwise revising the disclosures in this prospectus as needed. We will also file the agreement between the selling shareholder and the broker-dealer as an exhibit to the post-effective amendment to the registration statement.

The selling shareholders may also sell their shares pursuant to Rule 144 under the Securities Act of 1933.

We have advised the selling shareholders that they, and any securities broker/dealers or others who sell the common stock on behalf of the selling shareholders, may be deemed to be statutory underwriters and will be subject to the prospectus delivery requirements under the Securities Act of 1933. We have also advised the selling shareholders that, in the event of a "distribution" of the securities owned by the selling shareholders, the selling shareholders, any "affiliated purchasers", and any broker/dealer or other person who participates in the distribution may be subject to Rule 102 of Regulation M under the Securities Exchange Act of 1934 ("1934 Act") until their participation in that distribution is completed. Rule 102 makes it unlawful for any person who is participating in a distribution to bid for or purchase securities of the same class as is the subject of the distribution. A "distribution" is defined in Rule 102 as an offering of securities "that is distinguished from ordinary trading transactions by the magnitude of the offering and the presence of special selling efforts and selling methods". We have also advised the selling shareholders that Rule 101 of Regulation M under the 1934 Act prohibits any "stabilizing bid" or "stabilizing purchase" for the purpose of pegging, fixing or stabilizing the price of our common stock in connection with this offering.

AVAILABLE INFORMATION

We have filed with the Securities and Exchange Commission a Registration Statement on Form S-1 (together with all amendments and exhibits) under the Securities Act of 1933, as amended, with respect to the securities offered by this prospectus. This prospectus does not contain all of the information in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Securities and Exchange Commission. For further information, reference is made to the Registration Statement which may be read and copied at the Commission's Public Reference Room.

We are subject to the requirements of the Securities Exchange Act of 1934 and are required to file reports and other information with the Securities and Exchange Commission. Copies of any such reports and other information (which includes our financial statements) filed by us can be read and copied at the Commission's Public Reference Room.

The public may obtain information on the operation of the Public Reference Room by calling the Commission at 1-800-SEC-0330. The Public Reference Room is located at 100 F. Street, N.E., Washington, D.C. 20549.

Our Registration Statement and all reports and other information we file with the Securities and Exchange Commission are available at www.sec.gov, the website of the Securities and Exchange Commission.

TABLE OF CONTENTS

	Page
PROSPECTUS SUMMARY	4
INCORPORATION OF DOCUMENTS BY REFERENCE	5
FORWARD LOOKING STATEMENTS	6
RISK FACTORS	7
DILUTION	7
DESCRIPTION OF COMMON STOCK	7
SELLING SHAREHOLDERS	8
AVAILABLE INFORMATION	11

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this prospectus, and if given or made, such information or representations must not be relied upon as having been authorized by CEL-SCI Corporation. This prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any of the securities offered in any jurisdiction to any person to whom it is unlawful to make an offer by means of this prospectus.

PART II
Information Not Required in Prospectus

Item 13. Other Expenses of Issuance and Distribution.

The following table shows the costs and expenses payable by the Company in connection with this registration statement.

SEC Filing Fee	\$ 1,189
Legal Fees and Expenses	\$ 12,500
Accounting Fees and Expenses	\$ 15,000
Miscellaneous Expenses	\$ 1,311
TOTAL	\$ 30,000

All expenses other than the SEC filing fee are estimated.

Item 14. Indemnification of Officers and Directors

The Colorado Business Corporation Act provides that the Company may indemnify any and all of its officers, directors, employees or agents or former officers, directors, employees or agents, against expenses actually and necessarily incurred by them, in connection with the defense of any legal proceeding or threatened legal proceeding, except as to matters in which such persons shall be determined to not have acted in good faith and in the Company's best interest.

Item 15. Recent Sales of Unregistered Securities.

	Note Reference
Between October 17, 2016 and June 25, 2020, the Company issued 654,276 shares of its common stock to a number of persons in consideration of investor relations services. The 654,276 shares were valued at approximately \$2,237,000.	A, C
On February 15, 2016 the Company sold 52,000 shares of common stock and 26,000 warrants to a private investor for \$624,000.	A, C
Between January 2017 and August 2017, the Company issued warrants to persons who purchased registered shares of the Company's common stock; and the placement agent for these financings.	
The warrants (Series GG through LL and Series OO through QQ) collectively allow the holders to purchase up to 3,369,868 shares of the Company's common stock at prices between \$3.594 and \$2.30 per share. The warrants expire on various dates between February 2022 and February 2023.	A, B (as to Series GG and HH Warrants)
On June 22, 2017 the Company sold convertible notes in the principal amount of \$1,510,000 to six private investors. The notes bear interest at 4% per year and are due and payable on December 22, 2017. At the option of the note holders, the notes can be converted into shares of the Company's common stock at a conversion rate of \$1.69. The purchasers of the convertible notes also received warrants (Series MM) which entitle the purchasers to acquire up to 893,491 shares of the Company's common stock. The warrants are exercisable at a price of \$1.86 per share and expire on June 22, 2022.	B, C

On July 24, 2017 the Company sold convertible notes in the principal amount of \$1,235,000 to twelve private investors. The notes bear interest at 4% per year and are due and payable on December 22, 2017. At the option of the note holders, the notes can be converted into shares of the Company's common stock at a conversion rate of \$2.29. The purchasers of the convertible notes also received warrants (Series NN) which entitle the purchasers to acquire up to 539,300 shares of the Company's common stock. The warrants are exercisable at a price of \$2.52 per share and expire on July 24, 2022.	A, C
On July 26, 2017, the Company sold 100,000 shares of its common stock to an accredited investor at a price of \$2.29 per share in a registered offering. The Company also issued to the investor in this offering warrants (Series OO) to purchase 60,000 shares of the Company's common stock. The warrants can be exercised at a price of \$2.52 per share at any time on or after January 31, 2018 and on or before July 31, 2022.	A
As of August 18, 2017 the Company was indebted to Ergomed, plc for services provided by Ergomed in connection with the Company's Phase III clinical trials. On August 18, 2017 the Company issued Ergomed 480,000 shares of its common stock in partial payment of the amount the Company owed Ergomed.	A, C
On August 22, 2017, the Company sold 1,750,000 registered shares of common stock and warrants (Series PP) to purchase 1,750,000 unregistered shares of the Company's common stock at a combined offering price of \$2.00 per share and warrant. The Series PP warrants have an exercise price of \$2.30 per share, are exercisable on February 28, 2018 and expire on February 28, 2023. In addition, the Company issued warrants (Series QQ) to purchase 87,500 shares of unregistered common stock to the placement agent for this financing. The Series QQ warrants have an exercise price of \$2.50, are exercisable on February 22, 2018 and expire on August 22, 2022.	A
On November 2, 2017 holders of convertible notes in the principal amount of \$1,059,300 sold in June 2017 and holders of convertible notes in the principal amount of \$1,235,000 sold in July 2017 agreed to extend the maturity date of these notes to September 21, 2018. In consideration for the extension of the maturity date of the convertible notes, the Company issued a total of 583,057 Series RR warrants to the convertible note holders that agreed to the extension. Each Series RR warrant entitles the holder to purchase one share of the Company's common stock. The Series RR warrants may be exercised at any time on or before October 30, 2022 at an exercise price of \$1.65 per share.	A,C
On December 19, 2017 the Company sold 1,289,478 shares of common stock for \$2,450,000 to 19 private investors. The purchasers of the common stock also received warrants (Series SS) which entitle the purchasers to acquire up to 1,289,478 shares of the Company's common stock. The warrants are exercisable at a price of \$2.09 per share and expire on December 18, 2022.	A, C
As of December 31, 2017 the Company was indebted to Ergomed, plc for services provided by Ergomed in connection with the Company's Phase III clinical trials. On January 1, 2018 the Company issued Ergomed 660,000 shares of its common stock in partial payment of the amount the Company owed Ergomed.	A, C
On February 5, 2018 the Company sold 2,501,145 shares of common stock for \$4,677,140 to 20 private investors. The purchasers of the common stock also received warrants (Series TT) which entitle the purchasers to acquire up to 1,875,860 shares of the Company's common stock. The Series TT warrants have an exercise price of \$2.24, are exercisable on August 6, 2018 and expire on February 5, 2023.	A, C
As of May 15, 2018 the Company was indebted to Ergomed, plc for services provided by Ergomed in connection with the Company's Phase III clinical trials. On May 16, 2018 the Company issued Ergomed 600,000 shares of its common stock in partial payment of the amount the Company owed Ergomed.	A, C

On June 11, 2018 holders of notes in the principal amount of \$1,860,000 converted their notes into 937,804 shares of the Company's common stock. The Company issued 28,825 shares of its common stock for \$80,710 in accrued but unpaid interest on the notes.	A, C
On June 11, 2018 holders of our notes in the principal amount of \$1,860,000 converted their notes into 937,804 shares of our common stock. In consideration for the early conversion of their notes, the note holders received warrants (Series UU) which collectively allow the holders to purchase up to 187,562 shares of our common stock at a price of \$2.80 per share at any time on or after December 11, 2018 and at any time on or before June 11, 2020.	A, C
On July 2, 2018, the Company sold 3,900,000 shares of its common stock for aggregate gross proceeds of \$5,070,000, or \$1.30 per share, in a registered direct offering. In a concurrent private placement, the Company issued warrants (Series VV) to purchase 3,900,000 shares of CEL-SCI's common stock. The warrants can be exercised at a price of \$1.75 per share, commencing six months after the date of issuance and ending five and a half years after the date of issuance. In addition, the Company issued warrants to purchase up to 195,000 shares of CEL-SCI's common stock to the Placement Agent (Series WW). The Series WW warrants are subject to a 180-day lock-up and may be exercised at any time on or after January 2, 2019 and on or before June 28, 2023 at a price of \$1.625 per share.	A
On August 13, 2018, the Company sold 463,855 shares of its common stock for aggregate gross proceeds of \$385,000, or \$0.83 per share, in a private placement to four officers of the Company.	A, C
As of August 29, 2018, the Company was indebted to Ergomed, plc for services provided by Ergomed in connection with the Company's Phase III clinical trial. On August 30, 2018 the Company issued Ergomed 1,000,000 shares of its common stock in payment of the amounts it owed Ergomed.	A, C
As of January 8, 2019, the Company had outstanding payables to Ergomed, plc for services provided by Ergomed in connection with the Company's Phase III clinical trial. On January 9, 2019 the Company issued Ergomed 500,000 shares of its common stock in payment of the amounts it owed Ergomed.	A, C
On May 7, 2019, the Company sold 30,612 shares of its common stock for aggregate gross proceeds of \$210,000, or \$6.86 per share, in a private placement to four officers and a director of the Company.	A, C
On June 3, 2019, the Company sold 6,631 shares of its common stock for aggregate gross proceeds of \$25,000, or \$3.77 per share, in a private placement to the Chief Executive Officer of the Company.	A, C
On August 15, 2019 the Company issued Ergomed 250,000 shares of its common stock in payment for services.	A, C
On September 4, 2019, the Company sold 7,962 shares of its common stock for aggregate gross proceeds of \$57,000, or \$7.16 per share, in a private placement to three officers of the Company.	A, C
On October 25, 2019, the Company sold 3,725 shares of its common stock for aggregate gross proceeds of \$25,000, or \$6.71 per share, in a private placement to the Chief Executive Officer of the Company.	A, C
On January 10, 2020, the Company sold 6,631 shares of its common stock for aggregate gross proceeds of \$50,000, or \$7.54 per share, in a private placement to the Chief Executive Officer of the Company.	A, C

On February 26, 2020, the Company sold 10,156 shares of its common stock for aggregate gross proceeds of \$110,000, or \$10.83 per share, in a private placement to three officers and three directors of the Company.	A, C
On April 6, 2020 the Company issued Ergomed 100,000 shares of its common stock in payment for services.	A, C
On May 26, 2020, the Company lowered the exercise price and extended the expiration date of the Series V warrants. For each Series V warrant exercised on or before June 10, 2020 the former holder of the Series V warrant received one Series XX warrant. Every Series XX warrant will allow the holder to purchase one share of the Company's common stock at a price of \$18.00 per share at any time on or before September 10, 2020. As of June 10, 2020, 461,953 Series V warrants had been exercised entitling the former holders of the Series V warrants to 461,953 Series XX warrants.. For each Series V warrant exercised after June 10, 2020 but on or before June 25, 2020 the former holder of the Series V warrant received one Series YY warrant. Every two Series YY warrants will allow the holder to purchase one share of the Company's common stock at a price of \$20.00 per share at any time on or before September 25, 2020. As of June 25, 2020, 203,678 Series V warrants had been exercised entitling the former holders of the Series V warrants to 101,839 Series YY warrants.	A, C
On June 26, 2020, the Company issued Ergomed 50,000 shares of its common stock in payment for services.	A, C

- A. The Company relied upon the exemption provided by Section 4(a)(2) of the Securities Act of 1933 with respect to the issuance of these shares. The persons who acquired these shares were sophisticated investors and were provided full information regarding the Company. There was no general solicitation in connection with the offer or sale of these securities. The persons who acquired these shares acquired them for their own accounts. The certificates representing these shares bear a restricted legend providing that they cannot be sold except pursuant to an effective registration statement or an exemption from registration.
- B. The Company relied upon the exemption provided by Rule 506 of the Securities and Exchange Commission with respect to the issuance of these securities. The persons who acquired these securities were sophisticated investors and were provided full information regarding the Company. There was no general solicitation in connection with the offer or sale of these securities. The persons who acquired these securities acquired them for their own accounts. The certificates representing these securities bear a restricted legend providing that they cannot be sold except pursuant to an effective registration statement or an exemption from registration.
- C. No commission or other form of remuneration was given to any person in connection with the sale or issuance of these securities.

Item 16. Exhibits and Financial Statement Schedules

3(a)	Articles of Incorporation	Incorporated by reference to Exhibit 3(a) of CEL-SCI's combined Registration Statement on Form S-1 and Post-Effective Amendment ("Registration Statement"), Registration Nos. 2-85547-D and 33-7531.
3(b)	Amended Articles	Incorporated by reference to Exhibit 3(a) of CEL-SCI's Registration Statement on Form S-1, Registration Nos. 2-85547-D and 33-7531.
3(c)	Amended Articles (Name change only)	Filed as Exhibit 3(c) to CEL-SCI's Registration Statement on Form S-1 Registration Statement (No. 33-34878).
3(d)	Bylaws (as amended)	Incorporated by reference to Exhibit 3(d) of CEL-SCI's Post-Effective Amendment No. 3 to Registration Statement on Form S-1 (No. 333-229295).
4	Shareholders Rights Agreement, as Amended	Incorporated by reference to Exhibit 4 filed with CEL-SCI's 10-K report for the year ended September 30, 2015.
4(b)	Incentive Stock Option Plan	Incorporated by reference to Exhibit 4 (b) filed on September 25, 2012 with the Company's registration statement on Form S-8 (File number 333-184092).

4(c)	Non-Qualified Stock Option Plan	Incorporated by reference to Exhibit 4 (b) filed on August 19, 2014 with the Company's registration statement on Form S-8 (File number 333-198244).
4(d)	Stock Bonus Plan	Incorporated by reference to Exhibit 4 (d) filed on September 25, 2012 with the Company's registration statement on Form S-8 (File number 333-184092).
4(e)	Stock Compensation Plan	Incorporated by reference to Exhibit 4 (e) filed on September 25, 2012 with the Company's registration statement on Form S-8 (File number 333-184092).
4(f)	2014 Incentive Stock Bonus Plan	Incorporated by reference to Exhibit 4 (c) filed with the Company's registration statement on Form S-8 (333-198244).
5	Legal Opinion	
10(l)	First Amendment to Development Supply and Distribution Agreement with Orient Europharma.	Incorporated by reference to Exhibit 10(m) filed with CEL-SCI's 10-K report for the year ended September 30, 2010.
10(m)	Exclusive License and Distribution Agreement with Teva Pharmaceutical Industries Ltd.	Incorporated by reference to Exhibit 10(n) filed with CEL-SCI's 10-K report for the year ended September 30, 2010.
10(n)	Lease Agreement	Incorporated by reference to Exhibit 10(o) filed with CEL-SCI's 10-K report for the year ended September 30, 2010.
10(p)	Licensing Agreement with Byron Biopharma	Incorporated by reference to Exhibit 10(i) of CEL-SCI's report on Form 8-K dated March 27, 2009
10(z)	Development, Supply and Distribution Agreement with Orient Europharma	Incorporated by reference to Exhibit 10(z) filed with CEL-SCI's report on Form 10-K for the year ended September 30, 2003.
10(ii)	Securities Purchase Agreement and the form of the Series R warrant, which is an exhibit to the Securities Purchase Agreement	Incorporated by reference to Exhibit 10(ii) of CEL-SCI's report on Form 8-K dated December 5, 2012.
10(nn)	Underwriting Agreement, together with the form of Series S warrant which is an exhibit to the underwriting agreement	Incorporated by reference to Exhibit 1.1 of CEL-SCI's report on Form 8-K dated October 8, 2013.
10(oo)	Underwriting Agreement, together with the form of Series S warrant which is an exhibit to the Underwriting Agreement.	Incorporated by reference to Exhibit 1.1 of CEL-SCI's report on Form 8-K dated December 19, 2013.

10(pp)	Underwriting Agreement, together with the form of Series T warrant which is an exhibit to the warrant agent agreement	Incorporated by reference to Exhibit 1.1 of CEL-SCI's report on Form 8-K dated April 15, 2014.
10(qq)	Underwriting Agreement, together with the form of Series S warrant which is an exhibit to the warrant agent agreement	Incorporated by reference to Exhibit 1.1 of CEL-SCI's report on Form 8-K dated October 23, 2014.
10(rr)	Assignment and Assumption Agreement with Teva Pharmaceutical Industries, Ltd. and GCP Clinical Studies, Ltd.	Incorporated by reference to Exhibit 10(rr) of CEL-SCI's report on Form 10-K/A report for the year ended September 30, 2014 dated April 17, 2015.
10(ss)	Service Agreement with GCP Clinical Studies, Ltd., together with Amendment 1 thereto*	Incorporated by reference to Exhibit 10(ss) of CEL-SCI's first amendment to its Form 10-K report for the year ended September 30, 2014 dated April 17, 2015.
10 (tt)	Joinder Agreement with PLIVA Hrvatska d.o.o.	Incorporated by reference to Exhibit 10(tt) of CEL-SCI's first amendment to its Form 10-K report for the year ended September 30, 2014 dated April 17, 2015.
10 (uu)	Master Service Agreement with Ergomed Clinical Research, Ltd., and Clinical Trial Orders thereunder	Incorporated by reference to Exhibit 10(uu) of CEL-SCI's first amendment to its Form 10-K report for the year ended September 30, 2014 dated April 17, 2015.
10 (vv)	Co-Development and Revenue Sharing Agreement with Ergomed Clinical Research Ltd., dated April 19, 2013, as amended	Incorporated by reference to Exhibit 10(vv) of CEL-SCI's first amendment to its Form 10-K report for the year ended September 30, 2014 dated April 17, 2015.
10 (ww)	Co-Development and Revenue Sharing Agreement II: Cervical Intraepithelial Neoplasia in HIV/HPV co-infected women, with Ergomed Clinical Research Ltd., dated October 10, 2013, as amended	Incorporated by reference to Exhibit 10(ww) of CEL- first amendment to its Form 10-K report for the year ended September 30, 2014 dated April 17, 2015.
10 (xx)	Co-Development and Revenue Sharing Agreement III: Anal warts and anal intraepithelial neoplasia in HIV/HPV co-infected patients, with Ergomed Clinical Research Ltd., dated October 24, 2013	Incorporated by reference to Exhibit 10(xx) of CEL-SCI's first amendment to its Form 10-K report for the year ended September 30, 2014 dated April 17, 2015.
10 (yy)	Master Services Agreement with Aptiv Solutions, Inc.	Incorporated by reference to Exhibit 10(yy) of CEL-SCI's first amendment to its Form 10-K report for the year ended September 30, 2014 dated April 17, 2015.

10 (zz)	Project Agreement Number 1 with Aptiv Solutions, Inc. together with Amendments 1 and 2 thereto*	Incorporated by reference to Exhibit 10(zz) of CEL-SCI's first amendment to its Form 10-K report for the year ended September 30, 2014 dated April 17, 2015.
10 (aaa)	Second Amendment to Development Supply and Distribution Agreement with Orient Europharma	Incorporated by reference to Exhibit 10(aaa) of CEL-SCI's first amendment to its Form 10-K report for the year ended September 30, 2014 dated April 17, 2015.
10 (ddd)	Warrant Agent Agreement (as amended), Series V warrants	Incorporated by reference to Exhibit 10 (ccc) of CEL-SCI's report on Form 8-K filed on May 29, 2015.
10 (eee)	Assignment of Proceeds and Investment Agreement between CEL-SCI Corporation and Lake Whillans Vehicle 1.	Incorporated by reference to Exhibit 10 (ddd) of CEL-SCI's report on Form 8-K filed on October 16, 2015.
10 (ggg)	Warrant Agent Agreement, Series W warrants	Incorporated by reference to Exhibit 10 (eee) of CEL-SCI's report on Form 8-K filed on October 23, 2015.
10 (jjj)	Securities Purchase Agreement	Incorporated by reference to Exhibit 10(jjj) of CEL-SCI's report on Form 8-K dated May 19, 2016.
10 (kkk)	Securities Purchase Agreement	Incorporated by reference to Exhibit 10(kkk) of CEL-SCI's report on Form 8-K dated August 24, 2016.
10 (lll)	Termination Agreement with Maximilian de Clara	Incorporated by reference to Exhibit 10(lll) of CEL-SCI's report on Form 8-K dated September 2, 2016.
10(mmm)	Employment Agreement with Geert Kersten (2016-2019)	Incorporated by reference to Exhibit 10(mmm) of CEL-SCI's report on Form 8-K dated September 2, 2016.
10 (nnn)	Employment Agreement with Patricia Prichep (2016-2019)	Incorporated by reference to Exhibit 10(nnn) of CEL-SCI's report on Form 8-K dated September 2, 2016.
10 (ooo)	Employment Agreement with Eyal Taylor (2016-2019)	Incorporated by reference to Exhibit 10(ooo) of CEL-SCI's report on Form 8-K dated September 2, 2016.
10 (ppp)	Securities Purchase Agreement	Incorporated by reference to Exhibit 10(ppp) of CEL-SCI's report on Form 8-K dated December 1, 2016.

10 (qqq)	Securities Purchase Agreement	Incorporated by reference to Exhibit 10(qqq) of CEL-SCI's report on Form 8-K dated February 16, 2017.
10 (rrr)	Securities Purchase Agreement	Incorporated by reference to Exhibit 10(rrr) of CEL-SCI's report on Form 8-K dated March 8, 2017.
10 (sss)	Securities Purchase Agreement	Incorporated by reference to Exhibit 10(sss) of CEL-SCI's report on Form 8-K dated April 30, 2017.
10 (ttt)	Securities Purchase Agreement (sale of 100,000 shares to private investor, plus Series OO warrants).	Incorporated by reference to Exhibit 10(ttt) of CEL-SCI's report on Form 8-K dated July 27, 2017.
10 (uuu)	Securities Purchase Agreement with Ergomed	Incorporated by reference to Exhibit 10(uuu) of CEL-SCI's report on Form 8-K dated August 17, 2017.
10 (vvv)	Securities Purchase Agreement	Incorporated by reference to Exhibit 10(vvv) of CEL-SCI's report on Form 8-K dated August 22, 2017.
10 (www)	Amendment No. 1 to Assignment of Proceeds and Investment Agreement	Incorporated by reference to Exhibit 10(www) of CEL-SCI's report on Form 8-K dated November 2, 2017.
10 (xxx)	Amendment to Convertible Promissory Notes	Incorporated by reference to Exhibit 10(xxx) of CEL-SCI's registration statement on Form S-1 dated January 5, 2018.
10 (zzz)	Securities Purchase Agreement with Ergomed	Incorporated by reference to Exhibit 10(zzz) of CEL-SCI's report on Form 8-K dated January 1, 2018.
10.1	Securities Purchase Agreements (December 2017 Financing)	Incorporated by reference to Exhibit 10.1 of CEL-SCI's registration statement on Form S-1 dated January 5, 2018.
10.2	Securities Purchase Agreements (February 2018 Financing)	Incorporated by reference to Exhibit 10.1 of CEL-SCI's registration statement on Form S-1 dated February 14, 2018.
10.3	Securities Purchase Agreement with Ergomed	Incorporated by reference to Exhibit 10.3 of CEL-SCI's report on Form 8-K dated May 21, 2018.
10.4	Securities Purchase Agreement	Incorporated by reference to Exhibit 10.4 of CEL-SCI's report on Form 8-K dated June 29, 2018.

10.5	Securities Purchase Agreement	Incorporated by reference to Exhibit 10.5 of CEL-SCI's report on Form 8-K dated August 31, 2018.
10.6	Securities Purchase Agreement with Ergomed	Incorporated by reference to Exhibit 10.6 of CEL-SCI's report on Form 8-K dated August 16, 2019.
10.7	2019 Non-Qualified Stock Option Plan	Incorporated by reference to Exhibit 10.7 of CEL-SCI's report on Form 8-K dated October 15, 2019.
10.8	2019 Stock Compensation Plan	Incorporated by reference to Exhibit 10.8 of CEL-SCI's report on Form 8-K dated October 15, 2019.
10.9	Securities Purchase Agreement with Ergomed	Incorporated by reference to Exhibit 10.9 of CEL-SCI's registration statement on Form S-1 (File # 333-229295)
10.10	Warrant Solicitation Agreement with Dawson James Securities, Inc.	
10.11	Securities Purchase Agreement with Ergomed	
23.1	Consent of Hart & Hart, LLC	
23.2	Consent of BDO USA, LLP	

* Portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the Commission under Rule 24b-2 of the Securities Exchange Act of 1934. The omitted confidential material has been filed separately with the Commission. The location of the omitted confidential information is indicated in the exhibit with asterisks (*)

Item 17. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- (i) To include any prospectus required by Section 10 (a)(3) of the Securities Act:
- (ii) To reflect in the prospectus any facts or events which, individually or together, represent a fundamental change in the information 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 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

- (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.
- (2) 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.
- (3) To remove from registration by means of a post-effective amendment any of the securities that remain unsold at the termination of the offering.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") 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 Securities and Exchange Commission 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 of 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.

- (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:
 - (i) If the registrant is relying on Rule 430B:
 - (A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
 - (B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. 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 effective date, 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 effective date; or
 - (ii) If the registrant is subject to Rule 430C, 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, 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.

(5) 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:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (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;
- (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
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Vienna, Virginia on the 2nd day of July 2020.

CEL-SCI CORPORATION

By: /s/ Geert Kersten
Geert Kersten
Chief Executive, Financial and Accounting Officer

In accordance with the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
<u>/s/ Geert Kersten</u> Geert Kersten	Chief Executive, Financial and Accounting Officer	July 2, 2020
<u>/s/ Peter Young</u> Peter R. Young	Director	July 2, 2020
<u>/s/ Bruno Baillavoine</u> Bruno Baillavoine	Director	July 2, 2020
<u>/s/ Robert Watson</u> Robert Watson	Director	July 2, 2020

HART & HART, LLC

ATTORNEYS AT LAW
1624 Washington Street
Denver, CO 80203

William T. Hart, P.C.
Will Hart

Email: harttrinen@aol.com
Facsimile: (303) 839-5414

(303) 839-0061

July 2, 2020

CEL-SCI Corporation
8229 Boone Blvd. #802
Vienna, Virginia 22182

By means of this prospectus, certain warrant holders of CEL-SCI Corporation (the "Company") are offering to sell up to 563,792 shares of the Company's common stock which are issuable upon the exercise of warrants and a shareholder of the Company is offering 50,000 shares of the Company's common stock which were issued in partial payment of amounts the Company owed to the shareholder for services provided in connection with the Company's Phase III clinical trial.

We have examined the Articles of Incorporation, the Bylaws, and the minutes of the Board of Directors of the Company, and the applicable laws of the State of Colorado applicable provisions of the Colorado Revised Statutes and the Colorado Constitution, all reported judicial decisions interpreting the same, and copy of the Registration Statement.

In our opinion, any shares issued upon the exercise of the warrants, if exercised in accordance with their terms, will be legally issued and will represent fully paid and non-assessable shares of the Company's common stock and the 50,000 shares of the Company's common stock referred to above are legally issued, fully paid and non-assessable shares of the Company's common stock..

Very truly yours,

HART & HART

/s/ William T. Hart

William T. Hart

May 27, 2020

CONFIDENTIAL

Mr. Geert R. Kersten
Director and Chief Executive Officer
CEL-SCI Corporation
8229 Boone Boulevard, Suite 802
Vienna, Virginia 22182

Re: Warrant Solicitation Engagement

Dear Geert:

The purpose of this engagement letter (the "**Warrant Solicitation Agreement**" or "**Agreement**") is to set forth our agreement pursuant to which Dawson James Securities, Inc. ("**Dawson**") will act as warrant solicitation agent for the solicitation (the "**Solicitation**") of the exercise of outstanding warrants (the "**Warrants**") issued by CEL-SCI Corporation (the "**Company**"). This Warrant Solicitation Agreement sets forth certain conditions and assumptions upon which the Solicitation is premised.

The terms of our agreement are as follows:

1. **Engagement.** The Company hereby agrees to engage Dawson, for the period beginning on the date hereof (the "**Commencement Date**") and ending on the close of business on September 25, 2020, unless extended in writing by the parties (the "**Engagement Period**"), to act as the Company's exclusive warrant solicitation agent in connection with the proposed Solicitation. During the Engagement Period, and as long as Dawson is proceeding in good faith with the Solicitation, the Company agrees not to solicit, negotiate with or enter into any agreement with any other solicitation agent with regard to the Warrants.

2. **The Solicitation.** The Solicitation will consist of the solicitation by Dawson of the holders of the Warrants during the Engagement Period, as directed and requested by the Company. Dawson will act as the warrant solicitation agent subject to, among other matters referred to herein and additional customary conditions, including completion of Dawson's due diligence examination of the Company .

3. **Solicitation Compensation.** Pursuant to this Warrant Solicitation Agreement, the Company will pay Dawson a fee consisting of a cash payment equal to 3.5% of the total gross proceeds received by the Company upon the exercise of the Warrants during the Engagement Period, subject the compliance by Dawson of the requirements set forth in FINRA Rule 5110(f)(J) (the "**Solicitation Fee**"). Dawson reserves the right to reduce such compensation or adjust the terms thereof as specified herein in the event that a determination and/or suggestion will be made by Financial Industry Regulatory Authority ("**FINRA**") to the effect that the aggregate compensation is in excess of FINRA rules or that the terms thereof require adjustment; provided, however, the aggregate compensation otherwise to be paid to Dawson by the Company may not be increased above the amounts stated herein without the written approval of the Company.

4. **Registration Statement.** The Company will, as soon as practicable following the execution of this Warrant Solicitation Agreement, prepare and file with the Securities and Exchange Commission (the "**Commission**"), a Registration Statement on Form S-1 (the "**Registration Statement**") filed under the Securities Act of 1933, as amended (the "**Securities Act**") covering the sale of the Company common stock underlying the Warrants (the "**Warrant Shares**"), which Registration Statement will set forth the terms of the Warrant Solicitation Agreement and Dawson's role as warrant solicitation agent thereunder. The Registration Statement will be in form reasonably satisfactory to Dawson and counsel to Dawson. The Company will be solely responsible for the contents of the Registration Statement and prospectus contained therein (the "**Prospectus**" and any Presentation Materials, defined below (collectively the "**Solicitation Materials**")) and the Company represents and warrants that the Solicitation Materials will not, during the Engagement Period, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If at any time prior to the completion of the foregoing an event occurs that would cause the Solicitation Materials (as supplemented or amended by the Company) to contain an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Company will notify Dawson immediately of such event and Dawson will suspend solicitations of the Warrant holders until such time as the Company shall prepare a supplement or amendment to the Solicitation Materials that corrects such statement or omission. Upon execution of this Warrant Solicitation Agreement, the Company will file a copy of this agreement on a Current Report on Form 8-K, which will be incorporated by reference into the Registration Statement.

5. **Representations and Warranties of the Company.** The Company hereby makes to Dawson each of the representations and warranties set forth in Exhibit A hereto on each date during the Engagement Period. If at any time prior to the completion of the Engagement Period an event occurs that would cause the representations and warranties to longer be true and correct, the Company will notify Dawson immediately of such event and Dawson will suspend solicitations of the Warrant holders until such time as the parties mutually agree to recommence the solicitations.

6. **Expenses.** The Company will be responsible for and will pay all expenses relating to the Solicitation, including, without limitation: (a) all FINRA Public Offering filing fees; and (b) the costs of all mailing and printing of the Solicitation documents.

7. **Survival.** Paragraphs 6, 11, 12, and 13 shall survive the termination of this Warrant Solicitation Agreement.

8. **Termination.** At the end of the Engagement Period, either party may terminate this Warrant Solicitation Agreement at any time, with or without cause, upon providing written notice thereof, provided, however, that regardless of which party elects to terminate its further participation in the proposed transactions contemplated hereby and the engagement by the Company of Dawson, upon such termination, the Company will reimburse Dawson for, or otherwise pay and bear, the expenses and fees to be paid and borne by the Company as provided for in Paragraph 6 above.

9. **No Other Agreements.** The Company represents and warrants to Dawson that the entry into this Warrant Solicitation Agreement or any other action of the Company in connection with the proposed Solicitation will not violate any agreement between the Company and any other broker-dealer, underwriter or financial advisor.

10. **Information.** During the Engagement Period or until the completion of the Solicitation, the Company agrees to cooperate with Dawson and to furnish, or cause to be furnished, to Dawson, any and all information and data concerning the Company, and the Solicitation that Dawson reasonably deems appropriate (the "**Information**"). The Company will provide Dawson reasonable access during normal business hours from and after the date of execution of this Warrant Solicitation Agreement until the date of the completion of the Solicitation to such Information and Company personnel who maintain such Information. Except as contemplated by the terms hereof or as required by applicable law, Dawson will keep strictly confidential all non-public Information concerning the Company provided to Dawson. No obligation of confidentiality will apply to Information that: (a) is in the public domain as of the date hereof or hereafter enters the public domain without a breach by Dawson, (b) was known or became known by Dawson prior to the Company's disclosure thereof to Dawson as demonstrated by the existence of its written records, (c) becomes known to Dawson from a source other than the Company, and other than by the breach of an obligation of confidentiality owed to the Company, or (d) is disclosed by the Company to a third party without restrictions on its disclosure.

11. **No Third Party Beneficiaries; No Fiduciary Obligations.** This Warrant Solicitation Agreement does not create, and shall not be construed as creating rights enforceable by any person or entity not a party hereto, except those entitled hereto by virtue of the indemnification provisions hereof. The Company acknowledges and agrees that Dawson is not and shall not be construed as a fiduciary of the Company and shall have no duties or liabilities to the equity holders or the creditors of the Company or any other person by virtue of this Warrant Solicitation Agreement or the retention of Dawson hereunder, all of which are hereby expressly waived. During the course of the Dawson engagement with the Company, Dawson may have in its possession material, non-public information regarding other companies that could potentially be relevant to the Company or the transactions contemplated herein but which cannot be shared due to an obligation of confidence to such other companies.

12. **Indemnification, Advancement & Contribution.**

(a) **Indemnification.** The Company agrees to indemnify and hold harmless Dawson, its affiliates and each person controlling Dawson (within the meaning of Section 15 of the Securities Act), and the directors, officers, agents and employees of Dawson, its affiliates and each such controlling person (Dawson, and each such entity or person hereafter is referred to as an "**Indemnified Person**") from and against any losses, claims, damages, judgments, assessments, costs and other liabilities (collectively, the "**Liabilities**"), and shall reimburse each Indemnified Person for all fees and expenses (including the reasonable fees and expenses of counsel for the Indemnified Persons) (collectively, the "**Expenses**") and agrees to advance payment of such Expenses as they are incurred by an Indemnified Person in investigating, preparing, pursuing or defending any actions, provided that the Indemnified Person is a party thereto or is threatened in writing to be made a party thereto, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in (i) the Solicitation Materials (as from time to time each may be amended and supplemented); (ii) any other materials or information provided to investors by, or with the written approval of, the Company in connection with the Solicitation, including any "road show" or investor presentations made to investors by the Company (whether in person or electronically) (the "**Presentation Materials**"); or (iii) any application or other document or written communication (collectively called "application") executed by the Company or based upon written information furnished by the Company in any jurisdiction in order to qualify the Warrant Shares under the securities laws thereof or to file for an exemption from such requirement with any state securities commission or agency, any national securities exchange; or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, unless such statement or omission was made in reliance upon, and in conformity with, information provided to the Company by Dawson in writing specifically for use in the Registration Statement. The Company also agrees to reimburse each Indemnified Person for all Expenses as they are incurred in connection with such Indemnified Person's enforcement of his or its rights under this Section 12.

(b) Procedure. Upon receipt by an Indemnified Person of notice of an action against such Indemnified Person with respect to which indemnity may reasonably be expected to be sought under this Section 12, such Indemnified Person shall promptly notify the Company in writing; provided that failure by any Indemnified Person so to notify the Company shall not relieve the Company from any obligation or liability which the Company may have on account of this Section 12 or otherwise to such Indemnified Person, except to the extent that such failure to notify shall prejudice the defense of such claim(s) and then only to the extent of such prejudice. The Company shall, if requested by Dawson, assume the defense of any such action (including the employment of counsel selected by the Company, and reasonably satisfactory to Dawson). Any Indemnified Person shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless: (i) the Company has failed promptly to assume the defense of such claim for the benefit of Dawson and the other Indemnified Persons or (ii) such Indemnified Person shall have been advised that in the opinion of counsel that there is an actual or potential conflict of interest that prevents (or makes it imprudent for) the counsel engaged by the Company for the purpose of representing the Indemnified Person, to represent both such Indemnified Person and any other person represented or proposed to be represented by such counsel. The Company shall not be liable for any settlement of any action effected without its written consent (which shall not be unreasonably withheld). In addition, the Company shall not, without the prior written consent of Dawson (which consent shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action in respect of which advancement, reimbursement, indemnification or contribution may be sought hereunder (whether or not such Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination: (i) includes an unconditional release of each Indemnified Person, acceptable to such Indemnified Party, from all Liabilities arising out of such action for which indemnification or contribution may be sought hereunder, and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Person. The advancement, reimbursement, indemnification and contribution obligations of the Company required hereby shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as every Liability and Expense is incurred and is due and payable, and in such amounts as fully satisfy each and every Liability and Expense as it is incurred (and in no event later than 30 days following the date of any invoice therefore). Notwithstanding anything contained herein to the contrary, the Company will only be liable for the fees and expenses of one law firm for all Indemnified Persons.

(c) Contribution. In the event that a court of competent jurisdiction makes a finding that indemnity is unavailable to an Indemnified Person, the Company shall contribute to the Liabilities and Expenses paid or payable by such Indemnified Person in such proportion as is appropriate to reflect (i) the relative benefits to the Company, on the one hand, and to Dawson and any other Indemnified Person, on the other hand, of the matters contemplated by this Section 12 or (ii) if the allocation provided by the immediately preceding clause is not permitted by applicable law, not only such relative benefits but also the relative fault of the Company, on the one hand, and Dawson and any other Indemnified Person, on the other hand, in connection with the matters as to which such Liabilities or Expenses relate, as well as any other relevant equitable considerations; provided that in no event shall the Company contribute less than the amount necessary to ensure that all Indemnified Persons, in the aggregate, are not liable for any Liabilities and Expenses in excess of the amount of solicitation fees actually received by Dawson in the Solicitation. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or Dawson on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and Dawson agree that it would not be just and equitable if contributions pursuant to this subsection (c) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (c). For purposes of this paragraph, the relative benefits to the Company, on the one hand, and to Dawson on the other hand, of the matters contemplated by this Section 12 shall be deemed to be in the same proportion as: (a) the total value received by the Company in the Solicitation, whether or not such Solicitation is consummated, bears to (b) the solicitation fees paid to Dawson under this Agreement. Notwithstanding the above, no person guilty of fraudulent misrepresentation within the meaning of Section 11 of the Securities Act shall be entitled to contribution from a party who was not guilty of fraudulent misrepresentation.

(d) Limitation. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with advice or services rendered or to be rendered by any Indemnified Person pursuant to this Warrant Solicitation Agreement, the transactions contemplated thereby or any Indemnified Person's actions or inactions in connection with any such advice, services or transactions, except to the extent that a court of competent jurisdiction has made a finding that Liabilities (and related Expenses) of the Company have resulted from such Indemnified Person's gross negligence or willful misconduct in connection with any such advice, actions, inactions or services.

13. Governing Law; Venue. This Warrant Solicitation Agreement will be deemed to have been made and delivered in the State of Florida and both the binding provisions of this Warrant Solicitation Agreement and the transactions contemplated hereby and by the Warrant Solicitation Agreement will be governed as to validity, interpretation, construction, effect and in all other respects by the internal laws of the State of Florida, without regard to the conflict of laws principles thereof. Each of Dawson and the Company: (i) agrees that any legal suit, action or proceeding arising out of or relating to this Warrant Solicitation Agreement and/or the transactions contemplated hereby will be instituted exclusively in the courts located in the Palm Beach County, Florida (ii) waives any objection which it may have or hereafter to the venue of any such suit, action or proceeding, and (iii) irrevocably consents to the jurisdiction of the courts located in Palm Beach County, Florida in any such suit, action or proceeding. Each of Dawson and the Company further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in such courts and agrees that service of process upon the Company mailed by certified mail to the Company's address will be deemed in every respect effective service of process upon the Company, in any such suit, action or proceeding, and service of process upon Dawson mailed by certified mail to Dawson's address will be deemed in every respect effective service process upon Dawson, in any such suit, action or proceeding. Notwithstanding any provision of this Warrant Solicitation Agreement to the contrary, the Company agrees that neither Dawson nor its affiliates, and the respective officers, directors, employees, agents and representatives of Dawson, its affiliates and each other person, if any, controlling Dawson or any of its affiliates, will have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement and transaction described herein except for any such liability for losses, claims, damages or liabilities incurred by the Company that are finally judicially determined to have resulted from the bad faith or gross negligence of such individuals or entities. Dawson will act under this Warrant Solicitation Agreement as an independent contractor with duties to the Company.

If you are in agreement with the foregoing, please sign and return to us one copy of this Warrant Solicitation Agreement. This Warrant Solicitation Agreement may be executed in counterparts (including facsimile or .pdf counterparts), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Very truly yours,

DAWSON JAMES SECURITIES, INC.

By /s/ Robert D. Keyser, Jr.

Name: Robert D. Keyser, Jr.

Title: Chief Executive Officer

Accepted and agreed as of
the date first written above:

CEL-SCI CORPORATION

By /s/ Geert Kersten

Name: Geert Kersten

Title: Chief Executive Officer

Exhibit A

Representations, Warranties and Covenants of the Company. The Company hereby represents, warrants and covenants to Dawson as follows:

(a) **Subsidiaries.** All of the direct and indirect subsidiaries of the Company (the "**Subsidiaries**") are set forth in the documents incorporated by reference into the documents (the "**Incorporated Documents**"), which were or are filed under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any liens, charges, security interests, encumbrances, rights of first refusal, preemptive rights or other restrictions (collectively, "**Liens**"), and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(b) **Organization and Qualification.** The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of this Agreement or any other agreement entered into between the Company and the Warrant holders, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement or the transactions contemplated under the Solicitation Materials (any of (i), (ii) or (iii), a "**Material Adverse Effect**") and no an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened ("**Proceeding**") has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) **Authorization; Enforcement.** The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and the Solicitation Materials and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of this Agreement by the Company and the consummation by it of the transactions contemplated hereby and thereby and under the Solicitation Materials have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Company's Board of Directors (the "**Board of Directors**") or the Company's stockholders in connection therewith other than in connection with the Required Approvals (as defined below). This Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) **No Conflicts.** The execution, delivery and performance by the Company of this Agreement and the transactions contemplated pursuant to the Solicitation Materials, the issuance and sale of the Warrant Shares (the "**Securities**") and the consummation by it of the transactions contemplated hereby and thereby to which it is a party do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(e) **Filings, Consents and Approvals.** The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person (as defined below) in connection with the execution, delivery and performance by the Company of this Agreement and the transactions contemplated pursuant to the Solicitation Materials, other than: (i) the filing with the Commission of a Registration Statement, (ii) filings with the NYSE American and (iii) such filings as are required to be made under applicable state securities laws, if any (collectively, the "**Required Approvals**"). "**Persons**" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

(f) **Issuance of the Securities; Registration.** The Securities are duly authorized and, when issued and paid for in accordance with the Solicitation Materials, will be duly and validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company. The Warrant Shares, when issued in accordance with the terms of the Warrants, will be validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to the Warrants.

(g) **Capitalization.** The capitalization of the Company is as set forth in the Incorporated Documents. The Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than as described in the Incorporated Documents, pursuant to the issuance or exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company's employee stock purchase plans and pursuant to the conversion and/or exercise of securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time any Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock ("**Common Stock Equivalents**") outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement and the transactions contemplated pursuant to the Solicitation Materials. Except as a result of the purchase and sale of the Securities or as set forth in the Incorporated Documents, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. The issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Warrant holders) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares of capital stock of the Company are validly issued, fully paid and non-assessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) **SEC Reports: Financial Statements.** The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, together with the Prospectus and the Registration Statement, being collectively referred to herein as the "**SEC Reports**") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("**GAAP**"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) **Material Changes; Undisclosed Events, Liabilities or Developments.** Since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate (as defined below), except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by the Solicitation Materials or disclosed in the Solicitation Materials, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective business, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least 1 trading day prior to the date that such representation is made. "**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

(j) **Litigation.** Except as set forth in the SEC Reports, there is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "**Action**") which (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement and the transactions contemplated pursuant to the Solicitation Materials or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) **Labor Relations.** No material labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. No executive officer, to the knowledge of the Company, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) **Compliance.** Except as set forth in the SEC Reports, neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or governmental body or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(m) **Regulatory Permits.** Except as set forth in the SEC Reports, the Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("**Material Permits**"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(n) **Title to Assets.** The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance.

(o) **Patents and Trademarks.** The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or material for use in connection with their respective businesses as described in the SEC Reports and which the failure to so have could have a Material Adverse Effect (collectively, the "**Intellectual Property Rights**"). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a notice (written or otherwise) of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as would not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) **Insurance.** The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(q) **Transactions With Affiliates and Employees.** Except as set forth in the SEC Reports, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of \$120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(r) **Sarbanes-Oxley; Internal Accounting Controls.** The Company is in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof. The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by the Company's most recently filed periodic report under the Exchange Act (such date, the "**Evaluation Date**"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the Company's internal control over financial reporting (as such term is defined in the Exchange Act) that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(s) **Certain Fees.** Except as set forth in the Solicitation Materials, no brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement and the transactions contemplated pursuant to the Solicitation Materials. The Warrant holders shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this section that may be due in connection with the transactions contemplated by this Agreement and the transactions contemplated pursuant to the Solicitation Materials.

(t) **Investment Company.** The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(u) **Listing and Maintenance Requirements.** The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof, received notice from the NYSE American to the effect that the Company is not in compliance with the listing or maintenance requirements of the NYSE American. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

(v) **Application of Takeover Protections.** The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Warrant holders as a result of the Warrant holders and the Company fulfilling their obligations or exercising their rights under this Agreement and the transactions contemplated pursuant to the Solicitation Materials, including without limitation as a result of the Company's issuance of the Securities and the Warrant holders' ownership of the Securities.

(w) **Disclosure.** Except with respect to the material terms and conditions of the transactions contemplated by this Agreement and the transactions contemplated pursuant to the Solicitation Materials, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Warrant holders or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information which is not otherwise disclosed in the Solicitation Materials. The Company understands and confirms that the Warrant holders will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Warrant holders regarding the Company, its business and the transactions contemplated hereby, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading.

(x) **Solvency**. Based on the consolidated financial condition of the Company as of the date hereof (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the date hereof.

(y) **Tax Status**. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company and each Subsidiary (i) has made or filed all United States federal and state income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(z) **Foreign Corrupt Practices**. Neither the Company, nor to the knowledge of the Company, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(aa) **Accountants**. The Company's accounting firm is set forth in the Incorporated Documents. To the knowledge and belief of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements to be included in the Company's Annual Report for the year ended September 30, 2020.

(bb) **Office of Foreign Assets Control**. Neither the Company nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**").

(cc) **Money Laundering.** The operations of the Company are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "**Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(dd) **Forward-Looking Statements.** No forward-looking statements (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Solicitation Materials has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(ee) **Statistical or Market-Related Data.** Any statistical, industry-related and market-related data included or incorporated by reference in the Solicitation Materials, are based on or derived from sources that the Company reasonably and in good faith believes to be reliable and accurate, and such data agree with the sources from which they are derived.

(ff) **FINRA Affiliations.** There are no affiliations with any FINRA member firm among the Company's officers, directors or, to the knowledge of the Company, any five percent (5%) or greater stockholder of the Company.

SECURITIES PURCHASE AGREEMENT

between

CEL-SCI CORPORATION

and

ERGOMED plc

dated as of

June 29, 2020

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	3
ARTICLE II PURCHASE AND SALE	5
Section 2.01 Purchase and Sale.	5
Section 2.02 Transactions Effected at the Closing.	5
Section 2.03 Closing.	6
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY	6
Section 3.01 Organization, Qualification and Authority of the Company.	6
Section 3.02 Valid Issuance of Shares.	6
Section 3.03 No Conflicts; Consents.	6
Section 3.04 Brokers.	7
Section 3.05 Offering.	7
Section 3.06 Reports and Financial Statements; Absence of Certain Changes.	7
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER	7
Section 4.01 Organization and Authority of Service Provider.	7
Section 4.02 No Conflicts; Consents.	8
Section 4.03 Restricted Securities.	8
Section 4.04 Brokers.	8
ARTICLE V CONDITIONS TO CLOSING	8
Section 5.01 Conditions to Obligations of All Parties.	8
Section 5.02 Conditions to Obligations of Service Provider.	8
Section 5.03 Conditions to Obligations of the Company.	10
ARTICLE VI COVENANTS	10
Section 6.01 Affirmative Covenants of the Company.	10
Section 6.02 Negative Covenant of Service Provider.	10
Section 6.03 Application of Resale Proceeds.	10
Section 6.04 Further Assurances.	11
ARTICLE VII INDEMNIFICATION	11
Section 7.01 Survival.	11
Section 7.02 Indemnification By Company.	11
Section 7.03 Payments.	11
Section 7.04 Tax Treatment of Indemnification Payments.	11
Section 7.05 Effect of Investigation.	11
Section 7.06 Exclusive Remedies.	12
ARTICLE VIII MISCELLANEOUS	12
Section 8.01 Expenses.	12
Section 8.02 Notices.	12
Section 8.03 Interpretation.	13
Section 8.04 Headings.	13
Section 8.05 Severability.	13
Section 8.06 Entire Agreement.	13
Section 8.07 Successors and Assigns.	14
Section 8.08 No Third-Party Beneficiaries.	14
Section 8.09 Amendment and Modification; Waiver.	14
Section 8.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.	14
Section 8.11 Counterparts.	15

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "**Agreement**"), dated as June 29, 2020, is entered into by and between CEL-SCI Corporation, a Colorado corporation (the "**Company**") and Ergomed plc, a public limited company organized under the laws of England and Wales (" **Service Provider**").

Recitals

WHEREAS, the Company has authorized the issuance by the Company of 50,000 shares (the "**Shares**") of the Company's Common Stock, par value \$0.01 per share (the "**Common Stock**");

WHEREAS, as of the date of this Agreement, the Company shall owe from time to time to the Service Provider fees for services (" **Payables**") in connection with a certain co-development agreement dated as of April 19, 2013, as amended (the "**Co-development Agreement**"), a certain master services agreement of the same date (the "**MSA**") and the clinical trial orders making up an integral part of the MSA (the "**CTOs**"), and together with the Co-development Agreement and MSA, the "**Principal Relationship Agreements**"); and

WHEREAS, the Company wishes to issue the Shares to Service Provider in exchange for satisfaction of the Payables balance in an amount equal to the Net Proceeds, if any, received by Service Provider upon any resale by Service Provider of the Shares, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Agreement:

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Business Day**" means any day except Saturday, Sunday or any other day on which commercial banks located in London or Colorado are authorized or required by Law to be closed for business.

"Closing" has the meaning set forth in [Section 2.03](#).

"Closing Date" has the meaning set forth in [Section 2.03](#).

"Co-development Agreement" has the meaning set forth in the recitals.

"Common Stock" has the meaning set forth in the recitals.

"Company" has the meaning set forth in the preamble.

"Contracts" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, loans, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"Service Provider" has the meaning set forth in the preamble.

"Service Provider Indemnitees" has the meaning set forth in [Section 7.02](#).

"CTOs" has the meaning set forth in the recitals.

"Payables" has the meaning set forth in the recitals.

"Disclosure Schedules" means the Disclosure Schedules delivered by the Company and Service Provider concurrently with the execution and delivery of this Agreement.

"Dollars or \$" means the lawful currency of the United States.

"Encumbrance" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Exchange Act" has the meaning set forth in [Section 3.06](#).

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"**Losses**" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided*, that "**Losses**" shall not include punitive damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to the business, results of operations, prospects, condition (financial or otherwise) or assets of the Company.

"**MSA**" has the meaning set forth in the recitals.

"**Net Proceeds**" means proceeds in cash, checks or wire transfers, as and when received by Service Provider upon the sale of any Shares, net of out-of-pocket fees, costs and expenses paid or payable by Service Provider as a result of or relating to the sale of the Shares (including brokers' fees, commissions or discounts and other transaction fees incurred in connection with such sale).

"**Permits**" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Registration Statement**" has the meaning set forth in [Section 6.01\(c\)](#).

"**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"**SEC**" has the meaning set forth in [Section 3.06](#).

"**SEC Documents**" has the meaning set forth in [Section 3.06](#).

"**Securities Act**" has the meaning set forth in [Section 3.05](#).

"**Shares**" has the meaning set forth in the recitals.

ARTICLE II

PURCHASE AND SALE

Section 2.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, the Company shall issue 50,000 Shares to Service Provider in exchange for the outstanding payables.

Section 2.02 Transactions Effected at the Closing.

(a) At the Closing, Service Provider shall deliver to the Company:

(i) all documents, instruments or certificates required to be delivered by Service Provider at or prior to the Closing pursuant to [Section 5.03](#) of this Agreement.

(b) At the Closing, the Company shall deliver to Service Provider:

(i) stock certificates evidencing the Shares; and

(ii) all agreements, documents, instruments or certificates required to be delivered by the Company at or prior to the Closing pursuant to [Section 5.02](#) of this Agreement.

Section 2.03 Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Shares contemplated hereby shall take place at a closing (the "**Closing**") remotely by electronic mail, or at such other time or on such other date or at such other place or by such other method as the Company and Service Provider may mutually agree upon orally or in writing (the day on which the Closing takes place, the "**Closing Date**"). If the Closing does not take place prior to July 10, 2020, either party may terminate this Agreement by written notice to the other party.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Service Provider that the statements contained in this ARTICLE III are true and correct as of the date hereof.

Section 3.01 Organization, Qualification and Authority of the Company. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the state of Colorado and has full corporate power and authority to (a) enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Agreement, the performance by the Company of its obligations hereunder and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by Service Provider) this Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

Section 3.02 Valid Issuance of Shares. The Shares, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid, and non-assessable, and will be free of any Encumbrances or restrictions on transfer other than restrictions on transfer under this Agreement or under applicable securities laws or Encumbrances created or imposed by Service Provider.

Section 3.03 No Conflicts; Consents. The execution, delivery and performance by the Company of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of the Company; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Company; (c) except as set forth in [Section 3.03](#) of the Disclosure Schedules, require the consent or waiver of, notice to or other action by any Person under, give rise to any rights under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which the Company is a party or by which the Company is bound or to which any of its properties and assets are subject or any Permit affecting the properties, assets or business of the Company (including without limitation any Contract with respect to any outstanding rights of first refusal, rights of first offer, pre-emptive rights, anti-dilution rights, redemption or repurchase rights or registration rights); or (d) result in the creation or imposition of any Encumbrance on any properties or assets of the Company. Except as set forth in [Section 3.03](#) of the Disclosure Schedules, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Company in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

Section 3.05 Offering. Subject in part to the truth and accuracy of Service Provider's representations set forth in Article IV of this Agreement, the offer, sale and issuance of the Shares are exempt from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and will not result in a violation of the qualification or registration requirements of any applicable securities laws of any U.S. state or any jurisdiction outside the U.S., and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

Section 3.06 Reports and Financial Statements; Absence of Certain Changes. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company with the Securities and Exchange Commission (the "**SEC**") pursuant to the Securities Act and the reporting requirements of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") (such documents, together with any documents otherwise filed by the Company with the SEC, the "**SEC Documents**"), and has previously furnished or made available to Service Provider true and complete copies of such SEC Documents and shall promptly deliver or make available to Service Provider any SEC Documents filed between the date hereof and the Closing Date. None of such SEC Documents, as of their respective dates (and as amended through the date hereof), contained or, with respect to SEC Documents filed after the date hereof, will contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Since December 19, 2018, there has been no event that would have a Material Adverse Effect, except as disclosed in [Section 3.06](#) of the Disclosure Schedules and in the SEC Documents.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER

Service Provider represents and warrants to the Company that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Service Provider. Service Provider is a public limited company properly organized under the Laws of England and Wales. Service Provider has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Service Provider of this Agreement, the performance by Service Provider of its obligations hereunder and the consummation by Service Provider of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Service Provider. This Agreement has been duly executed and delivered by Service Provider, and (assuming due authorization, execution and delivery by the Company) this Agreement constitutes a legal, valid and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Service Provider of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the constitutional or other organizational documents of Service Provider; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Service Provider; or (c) require the consent, notice or other action by any Person under any Contract to which Service Provider is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Service Provider in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.03 Restricted Securities. Service Provider acknowledges that the Shares are not registered under the Securities Act, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

Section 4.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Service Provider.

ARTICLE V

CONDITIONS TO CLOSING

Section 5.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) The Company shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in [Section 3.03](#), in each case, in form and substance reasonably satisfactory to Service Provider and the Company, and no such consent, authorization, order and approval shall have been revoked.

Section 5.02 Conditions to Obligations of Service Provider. The obligations of Service Provider to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Service Provider's waiver (with the exception of (b) below), at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of the Company contained in Article III shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing Date.

(b) The Company will have received the approval of the NYSE American for the issuance of the Shares. The Company (i) will take all reasonable steps to obtain such approval as soon as possible, (ii) maintain the listing until all of the Shares have been sold or returned to the Company and (iii) pay all of the reasonable and customary fees and expenses incurred in connection with the listing of the Shares. In the event that the Shares are not listed with the NYSE American in accordance with the foregoing or the listing ceases to be maintained at any time, Service Provider shall have a right to return any unsold Shares to the Company for cancellation.

(c) This Agreement shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to Service Provider.

(d) Service Provider shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of the Company certifying:

(i) that attached thereto are true and complete copies of all resolutions and other consents adopted by the board of directors and stockholders of the Company authorizing and approving the execution, delivery, filing and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions and consents are in full force and effect as of the Closing and are all the resolutions and consents adopted in connection with the transactions contemplated hereby;

(ii) that attached thereto are true and complete copies of the certificate of incorporation and by-laws of the Company and that such organizational documents are in full force and effect as of the Closing; and

(iii) the names and signatures of the officers of the Company authorized to sign this Agreement and the other documents to be delivered hereunder.

(e) The Company shall have delivered to Service Provider a good standing certificate (or its equivalent) for the Company from the secretary of state or similar Governmental Authority of the jurisdiction under the Laws in which the Company is organized.

(f) The Company shall have delivered, or caused to be delivered, to Service Provider each of the following, each in form and substance satisfactory to Service Provider:

(i) stock certificates evidencing the Shares; and

(ii) such other documents or instruments as Service Provider reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 5.03 Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Company's waiver, at or prior to the Closing, of each of the following conditions:

- (a) The representations and warranties of Service Provider contained in Article IV shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing Date.
- (b) This Agreement shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to the Company.

ARTICLE VI COVENANTS

Section 6.01 Affirmative Covenants of the Company. Unless the Company has received the prior written consent or waiver of Service Provider, the Company shall be subject to each of the following covenants:

- (a) The Company shall at all times maintain under the Laws of the state of Colorado its valid corporate existence and good standing and (ii) all material Permits necessary to the conduct of its businesses.
- (b) The Company shall comply with all Laws applicable to it or its business, properties or assets, the violation of which would reasonably be expected to have a Material Adverse Effect.
- (c) Promptly following the Closing, the Company shall register the Shares under a Registration Statement on Form S-1 under the Securities Act (the "**Registration Statement**"). The Company (i) will take all reasonable steps to have the Registration Statement declared effective as soon as possible, (ii) maintain the effectiveness of such Registration Statement until all of the Shares have been sold thereunder or the Shares can be sold pursuant to Rule 144 of the Securities Act, and (iii) pay all of the reasonable and customary fees and expenses incurred in connection with the registration of the Shares. In the event that the Shares are not registered on the Registration Statement in accordance with the preceding sentence or the Registration Statement ceases to be effective at any time, Service Provider shall have a right to return any unsold Shares to the Company for cancellation.

Section 6.02 Negative Covenant of Service Provider. Unless Service Provider has received the prior written consent or waiver of the Company, Service Provider shall not sell more than 2% of that day's trading volume on any single day.

Section 6.03 Payables Reduction/Application of Net Proceeds. **The Payables will be decreased by the amount received by the Service Provider from the Net Proceeds received by the Service Provider from the sale of the Shares. Service Provider will only sell Shares to pay amounts owed to Service Provider by the Company in connection with the Principal Relationship Agreements. The Service Provider shall not sell the Shares to the extent that Net Proceeds exceed the total of \$....0 million or any other total amount pursuant to an amendment of the Principal Relationship Agreements ("the Ceiling"). If the Ceiling is achieved with Net Proceeds, the Service Provider will return all unsold Shares to the Company within 30 (thirty) days from achieving the Ceiling.**

Section 6.04 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE VII **INDEMNIFICATION**

Section 7.01 Survival. The representations and warranties, covenants and agreements contained herein shall survive the Closing and shall remain in full force and effect following the Closing Date.

Section 7.02 Indemnification By Company. Subject to the other terms and conditions of this ARTICLE VII, the Company shall indemnify and defend each of Service Provider and its Affiliates and their respective Representatives (collectively, the "**Service Provider Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Service Provider Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Company contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Company pursuant to this Agreement; or

(b) any breach or non-fulfilment of any covenant, agreement or obligation to be performed by the Company pursuant to this Agreement.

Section 7.03 Payments. Once a Loss is agreed to by the Company or finally adjudicated to be payable pursuant to this ARTICLE VII, the Company shall satisfy its obligations within 15 Business Days of such agreement or final, non-appealable adjudication by wire transfer of immediately available funds.

Section 7.04 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Net Proceeds for Tax purposes, unless otherwise required by Law.

Section 7.05 Effect of Investigation. Neither the representations, warranties and covenants of the Company, nor the right to indemnification of any Service Provider Indemnitee making a claim under this ARTICLE VII with respect thereto, shall be affected or deemed waived by reason of any investigation made by or on behalf of an Service Provider Indemnitee (including by any of its Representatives) or by reason of the fact that an Service Provider Indemnitee or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of an Service Provider Indemnitee's waiver of any condition set forth in [Section 5.02](#).

Section 7.06 Exclusive Remedies. The parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from breach of contract, fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this ARTICLE VII. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this ARTICLE VII. Nothing in this [Section 7.06](#) shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal or intentional misconduct.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses of either party, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party who incurred the costs and expenses.

Section 8.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the seventh day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this [Section 8.02](#)):

If to the Company:

CEL-SCI Corporation
8229 Boone Boulevard, Suite 802
Vienna, Virginia 22182
Facsimile: (703) 506-9471

E-mail:
Attention: Geert Kersten, Chief Executive Officer

with a copy to:

Hart & Hart, LLC
Facsimile: (303) 839-5414
E-mail:
Attention: William T. Hart

If to Service Provider: Ergomed plc
1 Occam Court
Surrey Research Park
Guildford, GU2 7HJ
United Kingdom
E-mail:
Attention: Richard Barfield, Chief Financial Officer

with a copy to: ERGOMED PLC
1 Occam Court
Surrey Research Park
Guildford, Surrey, GU2 7HJ
United Kingdom
E-mail:
Attention: Sanja Juric, General Counsel

Section 8.03 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 8.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 8.06 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 8.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that Service Provider may, without the prior written consent of the Company, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.08 No Third-Party Beneficiaries. Except as provided in ARTICLE VII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NEW YORK IN EACH CASE LOCATED IN THE CITY OF NEW YORK AND COUNTY OF NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(c).

Section 8.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CEL-SCI CORPORATION

By: /s/Geert R. Kersten
Name: Geert R. Kersten
Title: Chief Executive Officer

ERGOMED plc

By: /s/Richard Barfield
Name: Richard Barfield
Title: Chief Financial Officer

DISCLOSURE SCHEDULES

Section 3.03 Approval of the issuance of the Shares by the NYSE American.

EXHIBITS

None.

CONSENT OF ATTORNEYS

Reference is made to the Registration Statement of CEL-SCI Corporation on Form S-1 whereby selling shareholders propose to sell up to 613,792 shares of the Company's common stock. Reference is also made to Exhibit 5 included in the Registration Statement relating to the validity of the securities proposed to be sold.

We hereby consent to the use of our opinion concerning the validity of the securities proposed to be sold.

Very truly yours,

HART & HART, LLC

/s/ William T. Hart

William T. Hart

Denver, Colorado
July 2, 2020

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

CEL-SCI Corporation
Vienna, Virginia

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Registration Statement of our reports dated December 16, 2019, except as to the amendment of the financial statements and the material weakness, which are dated December 23, 2019, relating to the financial statements and the effectiveness of CEL-SCI Corporation's internal control over financial reporting, respectively, appearing in the Company's Annual Report on Form 10-K/A for the year ended September 30, 2019. Our report on the financial statements contains an explanatory paragraph regarding the Company's ability to continue as a going concern. Our report on the effectiveness of internal control over financial reporting expresses an adverse opinion on the effectiveness of the Company's internal control over financial reporting as of September 30, 2019.

/s/ BDO USA, LLP

Potomac, Maryland
July 2, 2020
