As filed with the U.S. Securities and Exchange Commission on August 5, 2026

Registration No. 333-297908

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

AMENDMENT NO. 1
TO
FORM F-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Veraxa Biotech AG

N/A
(Translation of registrant's name into English)

Switzerland	2834	Not Applicable
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(IRS Employer Identification Number)**

Talacker 35
8001 Zurich, Switzerland
Tel: +41 44 385 84 50
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Cogency Global Inc.
122 East 42nd Street,
18th Floor
New York, NY 10168
+1(800) 221-0102
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

Joshua A. Kaufman
Elizabeth McNichol
Katten Muchin Rosenman LLP
801 Brickell Avenue, 8th Floor
Miami, FL 33131
+1(305) 420-9400

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effectiveness of this registration statement.

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, 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 an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

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, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.

EXPLANATORY NOTE

This amendment is being filed solely to file exhibits to the Registration Statement.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 6. Indemnification of Directors and Officers.

According to Swiss Law and the Company Articles, the shareholders' meeting has the authority to grant discharge to the members of the Board from liability. The effect of the resolution of release (discharge) by the shareholders' meeting is effective only for disclosed facts and only against the company and those shareholders who approved the resolution or who have since acquired their shares in full knowledge of the resolution. The right of action of other shareholders lapses twelve months after the resolution of release.

Under Swiss law, an indemnification of a member of the Board or the executive management in relation to potential personal liability is not effective to the extent the member of the Board or the executive management intentionally or gross negligently violated his or her corporate duties towards the company (certain views advocate that a negligent violation is sufficient to exclude the indemnification). Almost all violations of corporate law are regarded as violations of duties towards the company rather than towards the shareholders. In addition, indemnification of other controlling persons is not permitted under Swiss law, including shareholders of the company.

In addition, under general principles of Swiss employment law, an employer may be required to indemnify an employee against losses and expenses incurred by such employee in the proper execution of their duties under the employment agreement with the employer.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, our company has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Recent sales of unregistered securities.

During the past three years, we and our predecessors have issued the securities described below without registration under the Securities Act. Unless otherwise indicated, the securities described below were issued in transactions not involving any public offering, and we believe such transactions were exempt from registration under Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S promulgated thereunder and/or other available exemptions from registration under the Securities Act. No underwriters were involved in the transactions described below, except as otherwise indicated. The share and per-share amounts for securities issued by Veraxa Biotech AG prior to the Business Combination refer to securities of legacy Veraxa Biotech AG and should be conformed, as applicable, to reflect the exchange ratio and post-Business Combination capital structure used elsewhere in this registration statement.

Other Private Offerings for the years 2023-2025

Date registered with Swiss Share register	Security	Number issued	Price per Share (CHF)	Total Consideration (CHF)	Purchaser
21.11.2025	Common Stock	34,682	47.17	1,635,931.60	(see below note to Share lending agreement)
27.08.2025	Employee Stock (ESOP)	347,542	1,00	347,542	Directors
27.08.2025	Common Stock	186,744	26,10	4,874,018.40	(see below note to Share lending agreement)
13.09.2024	Common Stock	78,203	22,80	1,723,028.40	Investors
30.05.2024	Common Stock	25,830	22,80	588,924.00	Investors
30.05.2024	Employee Stock (ESOP)	140,400	1,00	140,400.00	Directors
11.01.2024	Common Stock	528,543	22,80	12,050,780.40	Investors (Acquisition of Synimmune GmbH)
16.10.2023	Common Stock	4,400	22,80	100,320.00	Investors
08.08.2023	Common Stock	416,057	22,80	9,486,099.60	Investors
06.06.2023	Common Stock	263,050	22,80	5,997,540.00	Investors

Company Share Lending Agreement

On October 1, 2024, the Company entered into a share lending agreement with Xlife Sciences AG, one of their shareholders, for a fixed term ending on December 31, 2025. Under the terms of the agreement, Xlife Sciences AG agreed to lend the Company up to 1,000,000 of our ordinary shares. In consideration for the share loan, the Company agreed to pay Xlife Sciences AG a monthly fixed fee equal to 3.5% over the duration of the agreement.

From May 2025 to October 2025 the Company entered into subscription agreements for an offering of registered shares with various investors and sold 34,682 shares at an average purchase price of CHF 47.17 per unit. The notary process for this capital increase is currently in progress. The purchasing amount will be offset against the corresponding liability to Xlife Sciences out of the Share Lending Agreement for the shares sold.

From November 2024 to May 2025 the Company entered into subscription agreements for an offering of registered shares with Xlife Sciences AG and sold 186,744 shares at a purchase price of CHF 26.10 per unit. The purchasing amount was offset against a liability to Xlife Sciences out of the Share Lending Agreement.

PubCo Formation and Business Combination-related Issuances

On June 25, 2025, PubCo, which was formed for purposes of the Business Combination, issued 100,000 Ordinary Shares for aggregate consideration of CHF 100,000. PubCo was incorporated under Swiss law solely for the purpose of effectuating the Business Combination, which was consummated on June 10, 2026.

In connection with the corporate restructuring and merger of legacy Veraxa Biotech AG into PubCo, PubCo effected a share split of its initial share capital of CHF 100,000 into 11,325,000 shares, increased its share capital by CHF 1,147,904, and issued 130,000,128 new PubCo Ordinary Shares to legacy Veraxa Biotech AG shareholders in exchange for 14,751,067 legacy Veraxa Biotech AG shares, at an exchange ratio of 8.81293 new shares per legacy Veraxa Biotech AG share. No cash compensation or special advantages were granted in the share exchange.

The Company's registration statement on Form F-4 relating to the Business Combination constituted a prospectus of PubCo under Section 5 of the Securities Act with respect to, among other securities, Ordinary Shares to be issued to legacy Veraxa Biotech AG shareholders, Earnout Shares to be issued to legacy Veraxa Biotech AG shareholders, Ordinary Shares to be issued to SPAC shareholders, and Warrants to be issued to SPAC warrant holders. Accordingly, any securities issued pursuant to the Form F-4 registration statement are excluded from this Item 7 to the extent they were registered under the Securities Act.

High Trail Financing

On May 27, 2026, SPAC, PubCo and the High Trail Affiliated Entities entered into a Securities Purchase Agreement in respect of a private placement of a senior secured note in the principal amount of $27.5 million and a four-year warrant for an aggregate exercise price of $27.5 million, with an initial exercise price of $11.50 per share, subject to customary anti-dilution protections. The closing of the HTC Financing occurred on June 15, 2026, and funding occurred concurrently with the closing of the HTC Financing. The warrant issued in the HTC Financing reflects 2,391,305 Ordinary Shares underlying such warrant. Up to 11,000,000 Ordinary Shares are registered for resale pursuant to the HTC Note and the High Trail Warrant issued in the HTC Financing.

Lincoln Park Purchase Agreement

On May 27, 2026, SPAC, PubCo and Lincoln Park entered into a purchase agreement and related registration rights agreement, pursuant to which Lincoln Park committed, subject to certain conditions and limitations, to purchase up to an aggregate of $50.0 million of our Ordinary Shares over a 24-month period at market-based purchase prices. The Lincoln Park purchase agreement includes a 4.99% beneficial ownership cap, which may be increased to 9.99% upon 61 days' prior written notice. As consideration for Lincoln Park's commitment, we agreed to issue to Lincoln Park $750,000 of Ordinary Shares. On July 30, 2026, we issued 340,910 Commitment Shares to Lincoln Park.

Cantor Fee Modification

On May 27, 2026, SPAC, PubCo and Cantor Fitzgerald & Co. entered into the Fee Modification Agreement. Under the Fee Modification Agreement, the original deferred fee was modified to include, in part, 3,500,000 shares to be registered hereunder. On July 30, 2026, we issued 3,500,000 Ordinary Shares to Cantor Fitzgerald & Co. pursuant to the Fee Modification Agreement.

Voyager Acquisition Corp. Predecessor Issuances

Prior to the Business Combination, SPAC issued Founder Shares and Private Warrants in private transactions. During 2024, SPAC issued 5,750,000 SPAC Class B Ordinary Shares to the Sponsor on January 11, 2024 for $25,000, issued 1,725,000 additional SPAC Class B Ordinary Shares on February 16, 2024 for no additional consideration, issued 28,750 additional SPAC Class B Ordinary Shares to the Sponsor on May 31, 2024, and forfeited 1,178,750 SPAC Class B Ordinary Shares on July 19, 2024, resulting in 6,325,000 Founder Shares outstanding as of December 31, 2025.

Simultaneously with the closing of the SPAC IPO on August 8, 2024, the SPAC completed the private sale of 7,665,000 Private Warrants at a purchase price of $1.00 per Private Warrant, generating gross proceeds of $7.665 million. In that private placement, the sponsor purchased 5,037,500 Private Warrants, and Cantor Fitzgerald & Co. and Odeon Capital Group LLC purchased 2,627,500 Private Warrants. Each Private Warrant is exercisable for one Ordinary Share at an exercise price of $11.50 per share, subject to adjustment.

In connection with the Business Combination, SPAC assigned its rights under the Warrant Agreement to the Company, and the Company assumed the Warrants provided for under the Warrant Agreement.

Item 8. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this registration statement:

EXHIBIT INDEX

The following documents are filed as part of this registration statement:

Exhibit Number	Exhibit Title
2.1†	Business Combination Agreement, dated April 22, 2025, by and among Voyager Acquisition Corp., Veraxa Biotech AG and Oliver Baumann (incorporated by reference to Exhibit 2.1 to SPAC's Current Report on Form 8-K (File No. 001-42211) filed with the SEC on April 23, 2025)
2.2	Amendment to Business Combination Agreement, dated October 18, 2025, by and among Voyager Acquisition Corp., Veraxa Biotech AG, and Oliver Baumann (incorporated by reference to Exhibit 2.1 to SPAC's Current Report on Form 8-K (File No. 001-42211) filed with the SEC on October 21, 2025)
2.3	Second Amendment and Waiver to Business Combination Agreement, dated February 2, 2026, by and among Voyager Acquisition Corp., Veraxa Biotech AG, and Oliver Baumann (incorporated by reference to Exhibit 2.1 to SPAC's Current Report on Form 8-K (File No. 001-42211) filed with the SEC on February 3, 2026)
3.1	Amended and Restated Articles of Association of Veraxa Biotech AG (Company Articles) (incorporated by reference to Exhibit 99.2 of the Company's Report on Form 6-K (File No. 001-43342) filed with the SEC on July 27, 2026)
4.1	Description of Securities (incorporated by reference to Exhibit 2.1 of the Company's Shell Company Report on Form 20-F (File No. 001-42211) filed on June 16, 2026)
4.2	Warrant Agreement, dated August 8, 2024, by and between Voyager Acquisition Corp. and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.1 to SPAC's Current Report on Form 8-K (File No. 001-42211) filed with the SEC on August 14, 2024)
4.3	Private Placement Warrants Purchase Agreement dated August 8, 2024, by and among Voyager Acquisition Corp. and Voyager Sponsor Acquisition Holdco LLC (incorporated by reference to Exhibit 10.4 to the SPAC's Current Report on Form 8-K (File No. 001-42211) filed on August 14, 2024)
4.4	Private Placement Warrants Purchase Agreement dated August 8, 2024, by and among Voyager Acquisition Corp., Cantor Fitzgerald & Co. and Odeon Capital Group LLC (incorporated by reference to Exhibit 10.5 to the SPAC's Current Report on Form 8-K (File No. 001-42211) filed on August 14, 2024)
4.5	Warrant Assignment, Assumption and Amendment Agreement, dated June 10, 2026, by and among Voyager Acquisition Corp., Veraxa Biotech Holding AG and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 2.5 of the Company's Shell Company Report on Form 20-F (File No. 001-42211) filed on June 16, 2026)
5.1**	Opinion of Walder Wyss Ltd.
5.2**	Opinion of Katten Muchin Rosenman LLP
10.1	Joinder Agreement, dated July 26, 2025, by and among Voyager Acquisition Corp., Veraxa Biotech AG, Oliver Baumann, Veraxa Biotech Holding AG and Veraxa Cayman Merger Sub (incorporated by reference to Exhibit 10.1 of SPAC's Current Report on Form 8-K (File No. 001-42211) filed with the SEC on July 16, 2025).
10.2	Sponsor Support Agreement, dated April 22, 2025, by and among Voyager Acquisition Corp., Veraxa Biotech AG and Voyager Acquisition Sponsor Holdco LLC (incorporated by reference to Exhibit 10.2 to SPAC's Current Report on Form 8-K (File No. 001-42211) filed with the SEC on April 23, 2025)

Exhibit Number	Exhibit Title
10.3	First Amendment to Sponsor Support Agreement, dated February 2, 2026, by and among Voyager Acquisition Corp., Veraxa Biotech AG and Voyager Acquisition Sponsor Holdco LLC (incorporated by reference to Exhibit 10.1 to SPAC's Current Report on Form 8-K (File No. 001-42211) filed on February 3, 2026)
10.4	Second Amendment to Sponsor Support Agreement, dated May 7, 2026, by and among Voyager Acquisition Corp., Veraxa Biotech AG and Voyager Acquisition Sponsor Holdco LLC. (incorporated by reference to Exhibit 4.7 of the Company's Shell Company Report on Form 20-F (File No. 001-42211) filed on June 16, 2026)
10.5	Voting, Support and Lock-Up Agreement, dated as of April 22, 2025 by and among Voyager Acquisition Corp., Voyager Acquisition Sponsor Holdco, LLC and Veraxa Biotech AG (incorporated by reference to Exhibit 10.1 SPAC's Current Report on Form 8-K (File No. 001-42211) filed on April 23, 2025)
10.6	First Amendment to Voting, Support and Lock-Up Agreement, dated February 12, 2026, by and among Voyager Acquisition Corp., Voyager Acquisition Sponsor Holdco, LLC and Veraxa Biotech AG (incorporated by reference to Exhibit 10.22 the Company's Registration Statement on Form F-4/A filed on February 13, 2026)
10.7	Securities Purchase Agreement, dated May 27, 2026, by and among Veraxa Biotech Holding AG, Veraxa Biotech AG, Voyager Acquisition Corp. and the investors listed therein (incorporated by reference to Exhibit 10.1 to SPAC's Current Report on Form 8-K (File No. 001-42211) filed on May 29, 2026)
10.8	Senior Secured Note due 2027, dated June 15, 2026 (incorporated by reference to Exhibit 4.11 of the Company's Shell Company Report on Form 20-F (File No. 001-42211) filed on June 16, 2026)
10.9	Warrant to Purchase Ordinary Shares of the Company, dated June 15, 2026 (incorporated by reference to Exhibit 4.12 of the Company's Shell Company Report on Form 20-F (File No. 001-42211) filed on June 16, 2026)
10.10	Purchase Agreement, dated May 27, 2026, by and among Voyager Acquisition Corp., Veraxa Biotech Holding AG, and Lincoln Park Capital Fund, LLC (incorporated by reference to Exhibit 10.4 to SPAC's Form 8-K filed May 29, 2026) (incorporated by reference to Exhibit 4.13 of the Company's Shell Company Report on Form 20-F (File No. 001-42211) filed on June 16, 2026)
21.1	List of Subsidiaries of the Registrant (incorporated by reference to Exhibit 8.1 of the Company's Shell Company Report on Form 20-F (File No. 001-42211) filed on June 16, 2026)
23.1*	Consent of WithumSmith+Brown, PC, independent registered public accounting firm for Voyager Acquisition Corp.
23.2*	Consent of Grassi & Co., CPAs, P.C., independent registered accounting firm for Veraxa Biotech AG
23.3*	Consent of Grassi & Co., CPAs, P.C., independent registered accounting firm for Veraxa Biotech Holding AG
23.4**	Consent of Walder Wyss Ltd. (included in Exhibit 5.1)
23.5**	Consent of Katten Muchin Rosenman LLP (included in Exhibit 5.2)
24.1	Power of Attorney (included on signature page to the initial filing of the Registration Statement).
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
107*	Filing Fee Table

* Previously filed.

** Filed herewith.

† Schedules and exhibits to this Exhibit omitted pursuant to Regulation S-K Item 601(a)(5). The Registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

Item 9. Undertakings.

The undersigned registrant hereby undertakes:

- 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 arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" or "Calculation of Registration Fee" table, as applicable, 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.

- That, for the purpose of determining any liability under the Securities Act, 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.

- To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

- To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A. of Form 20-F at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Securities Act need not be furnished; provided, that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements;

- That, for the purpose of determining liability under the Securities Act 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 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;

(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.

- That, for the purpose of determining liability of the registrant under the Securities Act 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.

Insofar as indemnification for liabilities arising under the Securities 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 SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Zurich, Switzerland, on August 5, 2026.

Signature	Title	Date
/s/ Christoph Antz Name: Christoph Antz	Chief Executive Officer and Director	August 5, 2026

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christoph Antz his true and lawful attorney-in-fact, with full power of substitution and re-substitution for him and in his name, place and stead, in any and all capacities to sign any and all amendments including post-effective amendments to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact or his substitute, each acting alone, may lawfully do or cause to be done by virtue thereof.

Pursuant to 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
/s/ Christoph Antz Name: Christoph Antz	Chief Executive Officer and Director (Principal Executive Officer)	August 5, 2026
* Name: Oliver Baumann	Chairman of the Board of Directors	August 5, 2026
* Name: Carl von Halem	Interim Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	August 5, 2026
* Name: Marc Grüninger	Director	August 5, 2026
* Name: Warren Hosseinion	Director	August 5, 2026
* Name: Christoph Ziegler	Director	August 5, 2026
*By: */s/ Christoph Antz* Name: Christoph Antz, Attorney-in-fact	Chief Executive Officer and Director (Principal Executive Officer)	August 5, 2026

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the requirements of Section 6(a) of the Securities Act of 1933, the undersigned has signed this Registration Statement, in the capacity of the duly authorized representative of the Registrant in the United States, on August 5, 2026.

Cogency Global Inc.
as authorized representative for Veraxa Biotech AG

By:	*/s/ Colleen A. De Vries*
Name:	Colleen A. De Vries
Title:	Sr. Vice President on behalf of Cogency Global Inc.

Exhibit 5.1

walderwyss attorneys at law

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To:
Veraxa Biotech AG
Talacker 35
8001 Zurich
Switzerland

Zurich, August 05, 2026

Veraxa Biotech AG – Registration Statement on Form F-1

Dear Madams, dear Sirs,

We have acted as special Swiss legal counsel to Veraxa Biotech AG (the **Company**), a stock corporation incorporated under the laws of Switzerland (the **Company**) with a share capital of CHF 1,248,634.1103752759381898, divided into 141,407,813 common shares with a nominal value of CHF 100/11,325 each (the **Shares**), in connection with the filing of a Registration Statement on Form F-1, filed on or around the date hereof (the **Registration Statement**), including the accompanying prospectus set forth therein, with the United States Securities and Exchange Commission (the **SEC**) for the purpose of registering under the United States Securities Act of 1933, as amended (the **Securities Act**):

(a) The issuance by the Company of up to 19,436,739 common shares, par value CHF 100/11,325 (**Warrant Shares**), including:

(i) 12,650,000 common shares issuable upon the exercise of the public warrants to purchase common shares at an exercise price of USD 11.50 per share, which were issued on June 10, 2026 (the **Closing Date**), in exchange for the SPAC public warrants; and

(ii) 6,786,739 common shares issuable upon the exercise of the Private Warrants (as defined below), to purchase common shares at an exercise price of USD 11.50 per share, which were issued on the Closing Date in exchange for the SPAC private warrants; and

(b) the potential offer and sale from time to time by the selling securityholders named in this Registration Statement or their pledgees, donees, transferees, assignees or other successors in interest (that receive any of the securities as a gift, distribution, or other non-sale related transfer) (collectively, the **Selling Securityholders**) of up to (i) 6,786,739 private warrants (the **Private Warrants**) pursuant to that certain warrant agreement between Voyager Acquisition Corp and Continental Stock Transfer & Trust Company (later assumed by the Company) dated 8 August 2024 (the **Warrant Agreement**) and (ii) 120,295,385 common shares, which consist of:

(i) 6,100,000 outstanding common shares issued upon conversion on a one-for-one basis of SPAC class B ordinary shares;

(ii) 99,695,385 outstanding common shares issued to Company shareholders that are directors, officers and affiliates of the Company in the business combination;

(iii) 3,500,000 common shares issued out of treasury to Cantor pursuant to the Fee Modification Agreement between the Company, Voyager Acquisition Corp and Cantor Fitzgerald & Co., dated 27 May 2026 (as amended on 28 July 2026, the **Fee Modification Agreement**); ((i) to (iii) together, the **Existing Shares**); and

(iv) up to 11,000,000 common shares (together with the Warrant Shares, the **New Shares**) issuable upon exercise of the HTC note and the High Trail warrant under a certain Securities Purchase Agreement between the Company, Voyager Acquisition Corp, High Trail Special Situations II LLC and HT Investments MA LLC dated 27 May 2026 (the **Securities Purchase Agreement**).

As such counsel, we have been requested to give our opinion as to certain legal matters of Swiss law.

1. Scope and limitation of opinion

Our opinion is strictly confined to matters of Swiss law as in force at the date hereof and as it is presently applied by the Swiss Federal Supreme Court (*Schweizerisches Bundesgericht*) as published in its official collection (*amtliche Sammlung*). Such law and its interpretation are subject to change. In the absence of explicit statutory law or case law established by such court, we base our opinion solely on our independent professional judgment and it cannot be excluded that any Swiss court would apply a different interpretation. No opinion is expressed as to the laws of any country or jurisdiction, other than Switzerland.

Our opinion is strictly limited to the Documents (as defined below) and the specific matters stated herein and is not to be read as extending, by implication or otherwise, to any agreement or document referred to in any of the Documents or any other matter.

For the purpose of this opinion, we have not conducted any due diligence, verification or similar investigation as to any matters of facts or as to the truth, accuracy and completeness of the representations and warranties made in the Documents, and we do not express or imply any opinions thereon.

2. Documents

For the purpose of this opinion, we have only examined the following documents (collectively, the **Documents**):

(a) a scanned copy (received by e-mail) of the executed Warrant Agreement;

(b) and an electronic copy of the to be executed warrant assignment, assumption and amendment agreement between Voyager Acquisition Corp, Continental Stock Transfer & Trust Company and the Company dated 10 June 2026;

(c) a scanned copy (received by e-mail) of the executed Fee Modification Agreement;

(d) a scanned copy (received by e-mail) of the executed Securities Purchase Agreement;

(e) a scanned copy (received by e-mail) of the Underwriting and Option Agreement between the Company and XRNA Biotech GmbH dated on or around 24 July 2026;

(f) a scanned copy (received by e-mail) of the Contribution Agreement between Company and XRNA Biotech GmbH dated on or around 24 July 2026;

(g) a scanned copy (received by e-mail) of the Share Purchase Agreement between the Company and XRNA Biotech GmbH dated on or around 24 July 2026 (2(a) to 2(g), the **Agreements)**;

(h) an electronic copy of the executed resolutions of the Company's board of directors dated on or around 28 July 2026 (the **BoD Resolution 1**);

(i) an electronic copy of the executed resolutions of the Company's board of directors dated on or around 20 May 2026, approving i.a. the entering into of the Securities Purchase Agreement (the **BoD Resolution 2**);

(j) an electronic copy of the executed resolutions of the Company's board of directors dated on or around 11 June 2026, confirming and ratifying its previous approval of i.a. the entering into of the Securities Purchase Agreement (the **BoD Resolution 3**);

(k) an electronic copy of the executed resolutions of the Company's board of directors dated on or around March 26, 2026 (the **BoD Resolution 4**);

(l) a scanned copy (received by e-mail) of the minutes of a circular resolution of the board of directors of the Company dated 24 July 2026, approving i.a. the entering into of the Agreements under 2.(e) to 2.(g) (the **BoD Resolution 5**, together with BoD Resolution 1, BoD Resolution 2, BoD Resolution 3 and BoD Resolution 4, the **BoD Resolutions**);

(m) a copy of the notarized resolutions of the Company's extraordinary shareholders' meeting held on 27 February 2026 (the **EGM Resolutions**);

(n) an electronic copy of the articles of association of the Company dated 24 July 2026 (the **Articles**); and

(o) an electronic copy of the excerpt from the commercial register of the Canton of Zurich in respect of the Company dated as of the date hereof (the **Excerpt**).

No documents, other than the Documents, have been reviewed by us in connection with this opinion.

3. Assumptions

For the purpose of this opinion, we have assumed that:

(a) all Documents submitted to us as originals are authentic and complete, and all Documents submitted to us as copies of originals (including, without limitation, certified copies, photocopies, fax, pdf or scanned copies) are complete and conform to the original documents;

(b) all signatures on the Documents submitted to us are genuine and have been provided by the persons as indicated in the context of the respective signatures and any electronic signature on any Document has been inalterably affixed thereto by or with the specific authorisation of the individual to whom such electronic signature belongs and such individual has saved and submitted such Document as so electronically signed in such a manner so as to prevent removal or other alteration of such signature;

(c) the information provided in the Documents (in particular, without limitation, in the Excerpt and the Articles) is true, correct, complete and up to date and there are no facts outstanding or matters resolved that are not reflected in the Documents;

(d) to the extent relevant for the purposes of this opinion and except as expressly opined upon herein, all statements made and the representations and warranties given in the Documents are and will be at all relevant times true and accurate;

(e) The BoD Resolutions and the EGM Resolution have each been duly resolved in a meeting duly convened;

(f) Documents are in full force and effect and have not been and will not be revoked, rescinded, amended, superseded or otherwise modified;

(g) the Agreements are legal, valid, binding and enforceable under the law (other than Swiss law) by which they are expressed to be governed, and the choice of the law and the submission to the jurisdiction of the courts stated in the Agreements (other than Swiss courts) are valid, binding and enforceable under all applicable laws and as far as any obligation under the Agreements is required to be performed in any jurisdiction outside of Switzerland, its performance will not be illegal or unenforceable by virtue of the laws of such jurisdiction;

(h) the Company has not entered into any transaction which could be construed as repayment of share capital (*Einlagenrückgewähr*);

(i) the New Shares will be validly issued by the Company based on its conditional capital as set forth in the Articles, all in line with and pursuant to the Agreements, including receipt of a duly executed notice of exercise by the Company and payment of the respective exercise price;

(j) the Company has at all times available a sufficient portion of its conditional capital (*bedingtes Kapital*) for the issuance of the New Shares.

The assumptions as set forth in this section 3 (*Assumptions*) do not imply that we have made any inquiry to verify any of them nor do they suggest that we are aware of any circumstances which might affect the correctness of any of them. No assumption specified above is limited by reference to any other assumption.

1. Opinions

Based upon the Documents and assumptions referred to herein and subject to the qualifications referred to herein, we are of the opinion that:

(a) The New Shares to be issued by the Company and covered by the Registration Statement, if and when issued and delivered by the Company and paid for, all in line with and pursuant to the Agreements, will be validly issued, fully paid-in (up to their nominal amount) and non-assessable; and

(b) The Existing Shares form part of the Shares, are validly existing, are fully paid-in as to their nominal value and are non-assessable.

2. Qualifications

The opinions expressed in this letter are subject to the following qualifications:

(a) We are qualified to practice law in Switzerland and do not hold ourselves to be experts in any laws other than the laws of Switzerland. In this respect, we assume that there is nothing under any law (other than the laws of Switzerland) which would or might affect the opinions expressed herein.

(b) In this opinion, Swiss legal concepts are expressed in English terms and not in their original language. These concepts may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions; this opinion may, therefore, only be relied upon under the express condition that any issues of interpretation or liability arising hereunder will be governed by substantive Swiss law and be brought before a Swiss court.

(c) We express no opinion as to the validity and enforceability of the Agreements or as to any tax matters or regulatory, commercial, accounting, calculating, auditing or other non-legal matters.

(d) The Company's conditional capital for shareholders' options (article 3a and article 3b of the Articles) as per the Articles authorizes the Company's board of directors to increase the share capital by up to CHF 459,424 and CHF 44,152 respectively through the issuance of no more than 52,029,768 registered shares and 5,000,214 registered shares respectively with a nominal value of CHF 100/11,325. Any issuances of Shares by the Company under the Company's conditional capital as per article 3a and article 3b of the Articles other than pursuant to the Agreements would further decrease the number of available shares issuable under the Agreements. If the Company and the Company's board of directors wanted to issue more shares pursuant to the Agreements than available under the Company's conditional capital as per article 3a and article 3b of the Articles, the Company's shareholders' meeting would have to amend the Articles.

(e) When used in this opinion, the term "non-assessable" means that no further contributions have to be made by the relevant holder of the shares.

(f) We express no opinion as to the accuracy or completeness of the information contained in the Registration Statement.

3. Miscellaneous

We have issued this opinion as of the date hereof and we do not assume any obligation to advise you of any changes in fact or in law that may occur after the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and further consent to the reference to our name under the caption “Legal Matter” in the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

This opinion is issued by Walder Wyss Ltd., a stock corporation (*Aktiengesellschaft*) incorporated under the laws of Switzerland. No director, officer or other employee of Walder Wyss Ltd. may be held liable under or in connection with this opinion and terms such as “we”, “us” and “ours” shall be interpreted accordingly.

This opinion may only be relied upon under the express condition that any issues of interpretation or liability arising hereunder will be governed by and shall be construed in accordance with the substantive laws of Switzerland and any dispute arising out of or in connection with this opinion shall be subject to the exclusive jurisdiction of the ordinary courts of the city of Zurich, Switzerland.

Yours sincerely,

Walder Wyss Ltd.

/s/ Thiemo Sturny	/s/ Marius Breier
Thiemo Sturny	Marius Breier

Exhibit 5.2

Katten

KattenMuchinRosenman LLP

525 W. Monroe Street
Chicago, IL 60661-3693
+1.312.902.5200 tel
katten.com.

August 5, 2026

Veraxa Biotech AG
Talacker 35
8001 Zurich, Switzerland

Re: Veraxa Biotech AG
Securities Registered under Registration Statement on Form F-1

Ladies and Gentlemen:

We have acted as counsel to Veraxa Biotech AG, formerly known as Veraxa Biotech Holding AG, a public limited company organized under the Laws of Switzerland (the "Company"), in connection with its filing with the Securities and Exchange Commission (the "Commission"), on the date hereof, of a registration statement on Form F-1 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), including the preliminary prospectus dated July 31, 2026 contained therein (the "Prospectus").

The Registration Statement and the Prospectus relate to the resale from time to time by the selling securityholders named in the Prospectus (the "Selling Securityholders") of up to an aggregate of 6,786,739 warrants (the "Private Placement Warrants") to purchase the Company's Ordinary Shares, par value CHF 1/113.25 (the "Ordinary Shares"), which were purchased by Voyager Acquisition Sponsor Holdco LLC (the "Sponsor") and the underwriters of the initial public offering of Voyager Acquisition Corp. (the "SPAC") in a private placement simultaneously with the closing of the SPAC's initial public offering and subsequently assumed by the Company pursuant to the Warrant Assignment, Assumption and Amendment Agreement, dated June 10, 2026, by and among the SPAC, the Company and Continental Stock Transfer & Trust Company.

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In connection with this opinion, we have relied as to matters of fact, without investigation, upon affidavits, certificates and written statements of directors, officers and employees of the Company. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, documents and records as we have deemed relevant and necessary to examine for the purpose of this opinion, including:

(i) the Registration Statement, including the Prospectus, and all exhibits thereto;

(ii) the specimen warrant certificate, in the form filed with the Commission on June 18, 2024, as Exhibit 4.3 to the SPAC's Registration Statement on Form S-1 (Registration No. 333-280305);

(iii) the warrant purchase agreements (a) between the SPAC and the Sponsor, dated as of August 8, 2024, in the form filed as Exhibit 10.4 to the SPAC's Current Report on Form 8-K (the "2024 Current Report") and (b) among the SPAC, Cantor Fitzgerald & Co and Odeon Capital Group LLC, dated as of August 8, 2024, in the form filed as Exhibit 10.5 to the 2024 Current Report (together, the "Private Placement Warrant Agreements");

(iv) the warrant agreement between the SPAC and Continental Stock Transfer & Trust Company, dated as of August 8, 2024 (the "Warrant Agreement"), in the form filed with the Commission on August 14, 2024, as Exhibit 4.1 to the 2024 Current Report;

(v) the underwriting agreement, dated as of August 8, 2024, by and between the SPAC and Cantor Fitzgerald & Co, as representative of the underwriters named therein, in the form filed as Exhibit 1.1 to the 2024 Current Report; and

(vi) the Warrant Assignment, Assumption and Amendment Agreement, dated June 10, 2026, by and among the SPAC, the Company and Continental Stock Transfer & Trust Company (the "Warrant Assignment, Assumption and Amendment Agreement"), in the form filed as Exhibit 2.5 to the 2026 20-F.

In connection with this opinion, we have relied as to matters of fact, without investigation, upon certificates of public officials and officers of the Company. We have also relied, to the extent we have determined such reliance to be appropriate, without independent investigation and with the permission of Walder Wyss Ltd., on the opinion of Walder Wyss Ltd. of even date herewith, as Swiss counsel to the Company, which will be filed as an exhibit to the Registration Statement.

In connection with this opinion, we have assumed at all applicable times (i) the legal capacity of all natural persons, the accuracy and completeness of all documents and records that we have reviewed, the genuineness of all signatures, the due authority of the parties signing such documents, the authenticity of the documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified, conformed or reproduced copies and (ii) there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence. We have assumed that the Company is, and at all times will be, duly organized and in good standing under the laws of Switzerland and has or will have the corporate power and authority to enter into and perform its obligations under, and, in respect of, the Private Placement Warrants all other agreements and instruments under which the Private Placement Warrants have been issued and/or assumed by the Company, and we have also assumed the due authorization by all requisite action, corporate or other, and (to the extent governed by laws of Switzerland) execution and delivery, by the Company of the Private Placement Warrants and all other agreements and instruments under which the Private Placement Warrants have been issued and/or assumed by the Company. With respect to agreements and instruments executed or to be executed by parties other than the Company, we have assumed that such parties had, have or will have the power, corporate or other, to enter into and perform all of their obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery, by such parties of such agreements and instruments and the validity and binding effect thereof on such parties.

Based upon and subject to the foregoing, it is our opinion that the Private Placement Warrants constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms under the laws of the State of New York.

Our opinions expressed above are subject to the qualification that we express no opinion as to the applicability of, compliance with, or effect of (a) the effects of bankruptcy, insolvency, reorganization, receivership, moratorium or other laws affecting the rights and remedies of creditors generally (including, without limitation, the effect of statutory and other laws regarding fraudulent conveyances, fraudulent transfers and preferential transfers), (b) the exercise of judicial discretion and the application of principles of equity, good faith, fair dealing, reasonableness, conscionability and materiality (regardless of whether the enforceability of the Private Placement Warrants, to the extent applicable, is considered in a proceeding at law or in equity), (c) the possible unenforceability of indemnity, exculpation and contribution provisions, (d) the effect and possible unenforceability of choice of law provisions, (e) the possible unenforceability of provisions purporting to waive rights or defenses where such waiver is against public policy, (f) the possible unenforceability of provisions purporting to exonerate any party for negligence or malfeasance, or to negate any remedy of any party for fraud, (g) the possible unenforceability of forum selection clauses, (h) the possible unenforceability of provisions permitting modification of an agreement only in writing, and (i) the possible unenforceability of provisions purporting to allow action without regard to mitigation of damages. We advise you that issues addressed by this letter may be governed in whole or in part by other laws, but we express no opinion as to whether any relevant difference exists between the laws upon which our opinions are based and any other laws which may actually govern.

Our opinion expressed above is limited to New York law and we do not express any opinion concerning any other laws. We express no opinion herein concerning any Ordinary Shares issuable upon exercise of the Private Placement Warrants, the authorization, delivery and issuance of which will be governed by the laws of Switzerland. To the extent that any opinion relates to the enforceability of any choice of New York law and choice of New York forum provisions contained in the Private Placement Warrants or the Warrant Agreement, the opinions stated herein are subject to the qualification that such enforceability may be subject to, in each case, (i) the exceptions and limitations in New York General Obligations Law sections 5-1401 and 5-1402 and (ii) principles of comity and constitutionality. This opinion is given as of the date hereof, and we assume no obligation to advise you of changes that may hereafter be brought to our attention. We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the issuance or resale of the Private Placement Warrants.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion is given as of the date hereof and as of the effective date of the Registration Statement, and we assume no obligation to revise or supplement this opinion after the date of effectiveness should the present laws of the State of New York be changed by legislative action, judicial decision or otherwise after the date hereof.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the Prospectus. In giving this consent, we do not thereby admit that we are experts within the meaning of Section 11 of the Act or included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Katten Muchin Rosenman LLP
KATTEN MUCHIN ROSENMAN LLP