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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 1, 2022

INHIBIKASE THERAPEUTICS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39676
(Commission
File Number)

26-3407249
(IRS Employer
Identification No.)

3350 Riverwood Parkway SE, Suite 1900
Atlanta, Georgia
(Address of Principal Executive Offices)

30339
(Zip Code)

Registrant's Telephone Number, Including Area Code: (678) 392-3419

N/A
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value	IKT	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On September 1, 2022, Elizabeth O’Farrell provided notice to the Board of Directors (the “Board”) of Inhibikase Therapeutics, Inc. (the “Company”) of her intention to retire from the Board, effective immediately. Ms. O’Farrell’s retirement from the Board was not the result of any disagreement with the Company on any matters relating to the Company’s operations, policies or practices.

Following Ms. O’Farrell’s resignation, on September 1, 2022, the Board appointed Gisele Dion to serve as a Class III member of the Board. Ms. Dion will hold this position until the next annual meeting of the Company’s stockholders or until her successor is elected and qualified, subject to her earlier resignation or removal. Ms. Dion will serve as chair of the Audit Committee and a member of the Compensation Committee.

Ms. Dion, age 56, has served as a member of the Board of Directors of Cytek Biosciences, Inc. since March 2021. Ms. Dion was the Senior Advisor to the Chief Financial Officer of Takeda Pharmaceutical Ltd. (“Takeda”), a pharmaceutical company, from March 2021 to June 2021. Prior to that, she served as the Senior Vice President, Chief Accounting Officer and Corporate Controller at Takeda from January 2019 to March 2021. From January 2016 to January 2019, when it was acquired by Takeda, Ms. Dion was the Senior Vice President, Chief Accounting Officer and Corporate Controller at Shire Pharmaceuticals LLC, a biopharmaceutical company. Ms. Dion holds a B.S. in Accounting and Management Information Systems from Fairfield University.

Pursuant to the terms of the director offer letter agreement, effective September 1, 2022 (the “Director Offer Letter”), between the Company and Ms. Dion, Ms. Dion will receive annual cash compensation of \$65,000 (pro-rated for the current year) as payment for her services as a member of the Board, chair of the Audit Committee and member of the Compensation Committee of the Board in accordance with the Company’s standard non-employee director compensation program. In addition, on September 1, 2022, Ms. Dion received an initial stock option grant of 60,000 option shares with 50% vesting on each of the first two anniversaries of such grant date pursuant to the terms of the Director Offer Letter and the Company’s non-employee director compensation program. The foregoing description of the Director Offer Letter does not purport to describe all of the terms of such agreement and is qualified in its entirety by reference to the Director Offer Letter, a form of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

There are no transactions between Ms. Dion and the Company that would be reportable under Item 404(a) of RegulationS-K. Ms. Dion’s appointment to the Board was not in connection with any agreement with any party.

Item 7.01 Regulation FD Disclosure.

On September 1, 2022, the Company issued a press release announcing the matters described above and is attached hereto as Exhibit 99.1. The information in this Current Report on Form 8-K under Item 7.01, including the information contained in Exhibit 99.1, is being furnished to the Securities and Exchange Commission, and shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except as shall be expressly set forth by a specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Number</u>	<u>Description</u>
10.1	Form of Director Offer Letter
99.1	Press Release, dated September 1, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Date: September 1, 2022

INHIBIKASE THERAPEUTICS, INC.

By: /S/ MILTON H. WERNER
Milton H. Werner, Ph.D.
President and Chief Executive Officer



Inhibikase Therapeutics

A new paradigm for treating CNS Diseases

VIA EMAIL ONLY
gdion@oharaco.com

Ms. Gisele Dion
40 Tamarack Terrace
Stoneham MA 02180

Re: Director Offer Letter

Dear Gisele,

This Director Offer Letter constitutes an agreement ("Agreement") between you and Inhibikase Therapeutics, Inc. ("Company") and contains all of the terms and conditions relating to your service to the Company as a Class II member of our Board of Directors ("Board").

1. **Term.** This Agreement will become effective on September 1, 2022 ("Effective Date") and continue until your resignation or removal from the Board, or until your successor is duly elected and qualified. Your position will be subject to re-election at our annual shareholders' meeting in 2023 and each third annual meeting thereafter, and, upon re-election, the terms and conditions of this Agreement will remain in full force and effect.

2. **Services.**

2.1. **Duties.** You will render services as a member of the Board in accordance with high professional and ethical standards and in accordance with applicable laws, rules and regulations pertaining to your performance under this Agreement. In addition, you agree to comply with all policies of the Company, including the Company's policy with respect to insider trading. You will use your reasonable best efforts to attend all meetings of the Board called from time to time, either in-person, by telephone or means of audio-visual communication. You will serve as a member of, and Chairperson of, the Audit Committee, as a member of the Compensation Committee and such other committees as the Board may designate and you agree to serve on such committees. In addition, you will use your reasonable best efforts to attend meetings of these committees as required by its members pursuant to its Charter as may be called from time to time. As an

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independent director, you may also be required to attend meetings with the other independent directors without the presence of the Company's officers and non-independent directors. The services described in this Section 2.1 are hereinafter referred to as your "Duties."

2.2. Reporting. While this Agreement is in effect, you will immediately advise the Company if you know, have reason to know or believe that you are no longer independent as described in the last paragraph of Section 3.

3. Services for Others. You are free to perform services for others during the term of this Agreement. You represent, however, that you do not presently perform and do not intend to perform, during the term of this Agreement, similar duties or other services for companies whose businesses are or would be in any way competitive with the Company (except for companies previously disclosed by you to the Company in writing). Should you propose to perform similar duties or other services for any such company, you agree to notify the Company in writing in advance (specifying the name of the organization for whom you propose to perform such services) and to provide information to the Company sufficient to allow it to determine if performing such similar duties or other services would conflict with your Duties.

While this Agreement is in effect, you shall immediately inform the Company if: (i) you know, have reason to know or believe that you are no longer independent with respect to your Duties as defined pursuant to applicable Nasdaq Listing Rules and applicable securities law, including the rules and regulations of the Securities and Exchange Commission, or (ii) you serve on an audit or compensation committee of any other public company.

4. Compensation.

4.1 Cash Compensation. For calendar year 2022, your cash compensation will be \$40,000 for your service as a Director, \$20,000 as Chairperson of the Audit Committee and \$5,000 as a member of the Compensation Committee, each to be prorated based on the actual time served.

4.2 Equity Grants. Commencing on the Effective Date, you will be issued an initial stock option grant of 60,000 option shares with 50% vesting on each of the first two anniversaries of the date of grant ("Option"). The Company will issue you a Stock Option Agreement to evidence the Option in the form typically used by the Company.

4.3 Taxes. You are solely responsible for taxes arising out of any compensation paid by the Company to you under this Agreement, and you understand that you will be issued a United States Treasury Form 1099 for any compensation paid to you by the Company. The Company will comply with any tax or withholding obligations as required by applicable law related to this Agreement.

5. D&O Insurance Policy; Indemnification. During the term of this Agreement, the Company will include you as an insured under its existing director's and officer's insurance policy, with the appropriate levels of coverage determined annually by the Company and the Board. As a director, you will be entitled to customary indemnification under the Company's organizational documents.

6. **No Assignment.** Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you.

7. **Confidential Information; Non-Disclosure.** In consideration of your access to the premises of the Company and your access to certain confidential information of the Company, you hereby represent and agree as follows:

7.1. **Definition.** For purposes of this Agreement, the term “Confidential Information” means:

a. Any information the Company possesses that has been created, discovered, or developed by or for the Company and that has or could have commercial value or utility in the business in which the Company is engaged;

b. Any information provided to the Board at or for meetings of the Board and any information relating to proceedings of the Board; or

c. Any information that is related to the business of the Company and is generally not known by non-Company personnel.

7.2. **Exclusions.** Notwithstanding the foregoing, the term Confidential Information does not include:

a. Any information that becomes generally available to the public other than because of a breach of this Agreement, or any other agreement requiring confidentiality between the Company and you;

b. Information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and

c. Information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

7.3 **Documents.** You agree that, without the prior written consent of the Company, you will not remove from the Company’s premises any notes, formulas, programs, data, records, machines, or any other documents or items that in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of the same. If you receive any such documents or items by personal delivery from any authorized personnel of the Company, you will be deemed to have received the express written consent of the Company. If you receive any such documents or items, other than through personal delivery as described in the preceding sentence, you agree to inform the Company promptly of your possession of such documents or items. You will promptly return such documents or items, along with any reproductions or copies, to the Company upon the Company’s demand, upon termination of this Agreement or upon your termination or Resignation (as defined in Section 10 below).

7.4. **No Disclosure; No Use.** You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly,

any Confidential Information or anything relating to such information without the prior written consent of the Company, except as may be necessary in the ordinary course of your service as a member of the Board or to your legal advisors. You further agree that you will not use any Confidential Information for any purpose other than in connection with your service as a member of the Board without the prior written consent of the Company. The provisions of this Section 7.4 shall survive termination of this Agreement.

8. Assignment of Inventions. In consideration for the Company sharing with you the Company's Confidential Information, you further agree that all inventions, discoveries, data, technology, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) related to the business of the Company which are made, conceived, reduced to practice, created, written, designed or developed by you, solely or jointly with others, during any meeting, discussions or negotiations with representatives of the Company ("Inventions"), or thereafter if resulting or directly derived from Confidential Information shall be the sole property of the Company, and you hereby assign to the Company all Inventions and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere.

9. Obligations to Third Parties. You represent that your service as a member of the Board to the Company does not and will not breach any agreement you have with any current or former employer or any other person (including without limitation any nondisclosure or non-competition agreement), and that you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any current or previous employer or others.

10. Termination and Resignation. Your membership on the Board may be terminated as provided in the Company's organizational documents or pursuant to applicable law. You may also terminate your membership on the Board for any or no reason by delivering written notice of your resignation to the Chief Executive Officer of the Company ("Resignation"). Such Resignation shall be effective on the later of the date of its delivery or the date specified in the Resignation. Upon the effective date of the termination or Resignation, your right to compensation under this Agreement will terminate, subject to the Company's obligations to pay you any compensation that you have already earned and to reimburse you for approved expenses already incurred in connection with performing your Duties as of the effective date of such termination or Resignation.

11. Not an Employee. Nothing in this Agreement shall be construed as a contract of employment between you and the Company or as a commitment on the part of the Company to retain you in any capacity, for any period of time or under any specific terms or conditions, or to continue your service to the Company beyond any period.

12. Governing Law; Consent to Jurisdiction. All questions with respect to the construction and/or enforcement of this Agreement, and the rights and obligations of the parties under this Agreement, shall be determined in accordance with the laws of State of Delaware applicable to agreements made and to be performed entirely in Delaware. The parties to this Agreement hereby consent to the jurisdiction of the courts having jurisdiction over matters arising in Delaware for any proceeding arising out of or relating to this Agreement.

13. Entire Agreement; Amendment; Waiver; Counterparts This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this Agreement may be amended and observance of any term of this Agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of this Agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute the same agreement, and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

This Agreement has been executed and delivered by the undersigned and is made effective as of the Effective Date.

Sincerely,

Inhibikase Therapeutics, Inc.

By: _____
Name: Milton H. Werner, PhD
Title: President and Chief Executive Officer

Agreed and Accepted:

Printed Name:



Inhibikase Therapeutics Appoints Gisele Dion to Board of Directors

BOSTON and ATLANTA, September 1, 2022 — Inhibikase Therapeutics, Inc. (Nasdaq: IKT) (Inhibikase), a clinical-stage pharmaceutical company developing therapeutics to modify the course of Parkinson’s disease and related disorders as well as other diseases arising from protein kinases, today announced the appointment of Ms. Gisele Dion to its Board of Directors, effective September 1, 2022. Ms. Dion will serve as chair of the Audit Committee and a member of the Compensation Committee following the retirement of Ms. Elizabeth O’Farrell from the Company’s Board of Directors, effective immediately.

“I am excited to have Gisele join the Board of Inhibikase. She brings a wealth of public company experience having led financial, accounting and M&A strategies across large pharma,” commented Milton H. Werner, Ph.D., President and Chief Executive Officer. “We look forward to leveraging her expertise, which we believe complements our board, as we seek to improve the lives of patients suffering from devastating neurodegenerative and other Abl-kinase dependent diseases. In addition, on behalf of the entire Board of Directors, I want to thank Liz for her service and contributions to Inhibikase over the last three and a half years.”

Ms. Dion is currently a member of the Board of Directors at Cytex Biosciences and most recently served as an Audit Advisor Group Member for the Pharmaceutical Research and Manufacturers of America (PhRMA). Previously, she served as the Senior Vice-President and Chief Accounting Officer at Takeda Pharmaceuticals where she advised the CFO and protected assets, including \$30B+ in revenue. While at Takeda, Ms. Dion successfully led the company through SEC registration and guided change management initiatives. Prior to Takeda, she was the Chief Accounting Officer and Corporate Controller at Shire Pharmaceuticals, where she spearheaded M&A integrations, SEC adherence and GAAP compliance from 2016 to 2019, when it was acquired by Takeda. Earlier, Ms. Dion was Corporate Controller at Biogen. Ms. Dion holds a B.S. in Accounting and Management Information Systems from Fairfield University.

“It is a privilege to join the Inhibikase team as the Company continues to advance its novel therapeutics in the clinic, providing hope for patients with Parkinson’s disease,” remarked Ms. Dion. “I am excited about Inhibikase’s approach that has the potential to alter the course of neurodegenerative diseases, such as Parkinson’s. Moreover, I look forward to bringing my extensive financial and accounting expertise to the table, and look forward to helping guide the Company’s success.”

About Inhibikase (www.inhibikase.com)

Inhibikase Therapeutics, Inc. (Nasdaq: IKT) is a clinical-stage pharmaceutical company developing therapeutics for Parkinson’s disease and related disorders. Inhibikase’s multi-therapeutic pipeline focuses on neurodegeneration and its lead program IKT-148009, an Abelson Tyrosine Kinase (c-Abl) inhibitor, targets the treatment of Parkinson’s disease inside and outside the brain as well as other diseases that arise from Abelson Tyrosine Kinases. Its multi-therapeutic pipeline is pursuing Parkinson’s-related disorders of the brain and GI tract, orphan indications related to Parkinson’s disease such as Multiple System Atrophy, and drug delivery technologies for kinase inhibitors such as IKT-001Pro, a prodrug of the anticancer agent imatinib mesylate that the Company believes will provide a better patient experience with fewer on-dosing side-effects. The Company’s RAMP™ medicinal chemistry program has identified a number of follow-on compounds to IKT-148009 to be potentially applied to other cognitive and motor function diseases of the brain. Inhibikase is headquartered in Atlanta, Georgia with offices in Boston, Massachusetts.

Social Media Disclaimer

Investors and others should note that the Company announces material financial information to investors using its investor relations website, press releases, SEC filings and public conference calls and webcasts. The Company intends to also use [Twitter](#), [Facebook](#), [LinkedIn](#) and [YouTube](#) as a means of disclosing information about the Company, its services and other matters and for complying with its disclosure obligations under Regulation FD.

Forward-Looking Statements

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking terminology such as “believes,” “expects,” “may,” “will,” “should,” “anticipates,” “plans,” or similar expressions or the negative of these terms and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based on Inhibikase’s current expectations and assumptions. Such statements are subject to certain risks and uncertainties, which could cause Inhibikase’s actual results to differ materially from those anticipated by the forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements are set forth in Inhibikase’s filings with the SEC, including its annual report on Form 10-K for the year ended December 31, 2021, including under the caption “Risk Factors.” Any forward-looking statement in this release speaks only as of the date of this release. Inhibikase undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by any applicable securities laws.

Contacts:

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Investor Relations:
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