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

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**FORM 8-K**

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

Date of Report (Date of earliest event reported): April 11, 2025

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**INHIBIKASE THERAPEUTICS, INC.**

(Exact Name of Registrant as Specified in its Charter)

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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)

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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.

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

*Departure of Chief Financial Officer, Principal Financial Officer and Principal Accounting Officer*

Effective April 11, 2025, Garth Lees-Rolfe resigned as Chief Financial Officer, principal financial officer and principal accounting officer of Inhibikase Therapeutics, Inc. (the “Company”). Mr. Lees-Rolfe’s resignation was not the result of any dispute or disagreement with the Company or the Board on any matter relating to the Company’s operations, policies or practices.

In connection with his departure, Mr. Lees-Rolfe and the Company entered into a separation agreement pursuant to which, Mr. Lees-Rolfe is entitled to receive severance benefits pursuant to the terms of his employment agreement with the Company, which was filed as Exhibit 10.18 to the Company’s Registration Statement on Form S-1 filed on April 19, 2024. The Company has also entered into a consulting agreement with Mr. Lees-Rolfe (the “Consulting Agreement”) pursuant to which, Mr. Lees-Rolfe will provide certain services to the Company through August 15, 2025. As consideration for such services, Mr. Lees-Rolfe will receive a monthly fee in the amount of \$33,333.00 until such time as the Consulting Agreement is terminated or an amount pro-rated in any month wherein the consulting relationship with the Company has been terminated. Mr. Lees-Rolfe’s options to purchase up to an aggregate of 61,945 shares shall continue to vest for so long as he has a service relationship with the Company under the Consulting Agreement. All vested equity awards at the completion of the term of the Consulting Agreement shall remain exercisable until the end of 2025.

The foregoing summary of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

*Appointment of Chief Financial Officer, Principal Financial Officer and Principal Accounting Officer*

Effective April 14, 2025, the Board appointed David McIntyre as Chief Financial Officer, principal financial officer and principal accounting officer of the Company (the “Appointment”).

Mr. McIntyre, 54, has over two decades of executive experience in the life sciences sector, having held various C-suite level roles at public and private biotech and medical device entities. He previously served as chief financial officer of Anthos Therapeutics, Inc. from October 2021 to October 2024. Before that, Mr. McIntyre served as chief financial officer of Tessa Therapeutics, Inc. from October 2020 to October 2021 and as chief financial officer and chief operating officer of HeartWare® International, Inc. Mr. McIntyre also held positions at AVITA Medical, Inc. and Braeburn, Inc. Mr. McIntyre’s experience additionally includes nearly ten years as a Partner at Apple Tree Partners, a life science venture capital and growth equity fund. Prior to entering life sciences, he practiced as a senior attorney at Baker & McKenzie and KPMG. Mr. McIntyre currently serves on the board of directors of Starpharma Holdings Limited and Redflex Holdings Ltd. Mr. McIntyre holds a Bachelor of Economics (Accounting) from the University of Sydney, Australia, a Bachelor of Laws from the University of Technology, Sydney, Australia and a Master of Business Administration (MBA) from Duke University Fuqua School of Business (Fuqua Scholar) from Durham, North Carolina, USA. Mr. McIntyre is a Certified Practicing Accountant and is also admitted as a legal practitioner of the Supreme Court of New South Wales and of the High Court of Australia.

In connection with the Appointment, the Company entered into an employment agreement with Mr. McIntyre (the “Employment Agreement”). Pursuant to the Employment Agreement, Mr. McIntyre will be paid an annual base salary of \$485,000 and is eligible for an initial annual performance-based incentive cash bonus in an amount up to 45% of his annual base salary. In connection with his appointment, Mr. McIntyre was granted an aggregate of 3,142,967 stock options to purchase shares of the Company’s common stock, par value \$0.001 per share (“Common Stock”), consisting of (i) stock options (the “Hire Options”) to purchase up to 1,775,539 shares of Common Stock, such options shall vest over four years with 25% vesting on the first anniversary of his starting date of employment and the remainder vesting in 36 equal monthly installments thereafter and (ii) stock options (“Warrant Adjustment Options”) to purchase up to 1,367,428 shares of Common Stock, such options shall vest over four years with 25% vesting on the first anniversary of his starting date of employment and the remainder vesting in 36 equal monthly installments thereafter and become exercisable in an amount proportional to the number of exercised Series A-1

Warrants and Series B-1 Warrants of the Company. In the event Mr. McIntyre's employment is terminated for any reason, the Company shall pay or provide to Mr. McIntyre (i) any base salary earned through the date of termination, (ii) unpaid expense reimbursements, and (iii) any vested benefits Mr. McIntyre may have under any employee benefit plan of the Company through the date of termination (the "Accrued Obligations"). In the event Mr. McIntyre's employment is terminated by the Company without Cause or by Mr. McIntyre for Good Reason outside of the Change in Control Period, in addition to the Accrued Obligations, subject to his signing and complying with a release agreement and the release agreement becoming irrevocable, Mr. McIntyre will be entitled to (i) cash payment equal to twelve (12) months of his annual base salary, (ii) receive any earned but unpaid bonus from the fiscal year prior to the year in which the date of termination occurs, (iii) receive a pro-rated bonus for the fiscal year in which the date of termination occurs, and (iv) receive a monthly payment equal to the monthly employer contribution the Company would have made to provide health insurance had he remained employed, paid to either the group health plan provider, the COBRA provider or directly to him for up to twelve (12) months. The terms "Cause," "Good Reason," "Change in Control Period" and "Restrictive Covenant Agreement" are each defined in the Employment Agreement.

The foregoing summary of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is filed as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Mr. McIntyre has also entered into the Company's standard form of officer indemnification agreement, which was filed as Exhibit 10.9 to the Company's Registration Statement on Form S-1 filed on July 23, 2020.

No family relationships exist between Mr. McIntyre and any of the Company's directors or executive officers. There are no arrangements or understandings between Mr. McIntyre and any other person pursuant to which Mr. McIntyre was selected as the Chief Financial Officer, nor are there any transactions to which the Company is or was a participant in which Mr. McIntyre has a material interest subject to disclosure pursuant to Item 404(a) of Regulation S-K.

**Item 7.01. Regulation FD Disclosure.**

On April 14, 2025, the Company issued a press release entitled "Inhibikase Therapeutics Announces Appointment of David McIntyre as Chief Financial Officer" A copy of the press release is furnished as Exhibit 99.3 to this Current Report on Form 8-K.

The information furnished under this Item 7.01, including Exhibit 99.3 hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>Number</b>	<b>Description</b>
99.1	<a href="#">Consulting Agreement between Inhibikase Therapeutics, Inc. and Garth Lees-Rolfe, dated as of April 11, 2025</a>
99.2	<a href="#">Employment Agreement between Inhibikase Therapeutics, Inc. and David McIntyre, dated as of March 13, 2025</a>
99.3	<a href="#">Press Release issued by Inhibikase Therapeutics, Inc., dated April 14, 2025, furnished herewith.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**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: April 14, 2025

INHIBIKASE THERAPEUTICS, INC.

By: /s/ Mark Iwicki

Mark Iwicki  
Chief Executive Officer

## CONSULTING AGREEMENT

This "Agreement" is made and entered into as of April 11, 2025 (the "Effective Date") by and between Garth Lees-Rolfe ("Consultant") and Inhibikase Therapeutics, Inc. (with its successors and assigns, the "Company") (each a "Party" and collectively the "Parties"). The Company and Consultant hereby agree as follows:

1. Services. The Company hereby engages Consultant to provide to the Company the services described in Exhibit A (the "Services").
2. Compensation. In consideration for the Services, the Company will compensate the Consultant as set forth in Exhibit A.
3. Independent Contractor. Consultant is not, nor shall Consultant be deemed to be at any time during the term of this Agreement, an employee of the Company, and therefore Consultant shall not be entitled to or eligible for any benefits provided by the Company to its employees (including such items as health and disability benefits). Consultant's status and relationship with the Company shall be that of an independent contractor. Consultant shall not state or imply, directly or indirectly, that Consultant is empowered to bind the Company without the Company's prior written consent. Nothing herein shall create, expressly or by implication, a partnership, joint venture or other association between the Parties. Consultant shall be solely responsible for payment of all charges and taxes arising from Consultant's relationship to the Company as an independent contractor.
4. Term of Agreement; Termination. The term of this Agreement and Consultant's Services hereunder shall commence as of the Effective Date and continue for four (4) months, unless earlier terminated by either party for any reason upon seven (7) days written notice. Early termination of this Agreement shall not violate any aspect of the Separation Agreement dated April 11, 2025.
5. Warranties and Covenants of Consultant. Consultant represents to the Company that (i) with respect to any information, know-how, knowledge or data disclosed by Consultant to the Company in the performance of this Agreement, Consultant has the full and unrestricted right to disclose the same; (ii) Consultant is free to undertake the Services required by this Agreement, and there is, and shall be, no conflict of interest between Consultant's performance of this Agreement and any obligation Consultant may have to other parties; and (iii) Consultant will not use or disclose any confidential information of any prior client or other third party.
6. Confidentiality. At all times, both during and after Consultant's service relationship with the Company, Consultant agrees to hold all Confidential Information (as hereinafter defined) of the Company (or other parties whose Confidential Information the Company has in its possession under obligations of confidentiality) in trust and strict confidence and, except as may be authorized by the Company in writing, shall not use for any purpose other than the performance of the Services under this Agreement, nor disclose such Confidential Information to any person, association, company, entity or other organization (whether for profit or not for profit). As used herein, "Confidential Information" shall mean all knowledge and information which Consultant has acquired or may acquire as a result of, or related to, his or her relationship with the Company that is not publicly available, including but not limited to, information concerning the Company's business, finances, operations, strategic planning, research and development activities, products, research developments, improvements, processes, trade secrets, services, cost and pricing policies, formulae, diagrams, schematics, notes, data, memoranda, methods, know-how, techniques, inventions, and marketing strategies. Confidential Information shall also include information received by the Company from third parties under an obligation of confidentiality.

7. Ownership of Work Product and Enforcement of Intellectual Property. All concepts, ideas, inventions, formulae, algorithms, software code, trade secrets, know-how, technical or business innovations, writings, discoveries, designs, developments, methods, modifications, improvements, processes, databases, computer programs, techniques, graphics or images, audio or visual works or other works of authorship and patents or patent rights created, reduced to practice, or conceived by Consultant during the term of this Agreement (whether or not patentable or copyrightable and whether made solely by Consultant or jointly with others), which result from the Services that Consultant performs for the Company or which result from information derived from the Company or its employees, agents or other consultants are referred to herein as the "Works". The Works shall be and remain the sole and exclusive property of the Company or its nominees whether or not patented or copyrighted and without regard to any termination of this Agreement. The Works and all related Intellectual Property Rights (as hereinafter defined) are being created at the instance of the Company and shall be deemed to be "works made for hire" under the United States copyright laws, and Consultant hereby does assign and transfer, and to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns all of Consultant's right, title and interest in all Works and all related Intellectual Property Rights. If any Works (or any Intellectual Property Right in or related to such Works or that claim or cover such Works) does not qualify for treatment as "works made for hire", or if Consultant retains any interest therein for any other reason, Consultant hereby assigns and transfers, and will assign and transfer, to the Company all ownership and interest in such Works and any and all Intellectual Property Rights in and to such Works or that claim or cover any such Works. Consultant will cooperate fully with the Company, both during and after his or her service relationship with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights related to the Works. As used herein, "Intellectual Property Rights" means, collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress, and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing.

8. Company Data. Any data or other materials furnished by the Company for use by Consultant in connection with the Services shall remain the sole property of the Company and shall be held in trust and confidence by Consultant in accordance with this Agreement. Consultant shall promptly return such data or materials upon termination of this Agreement and will not keep or make copies of any such data or materials.

9. Remedies Upon Breach. Consultant understands that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and Consultant considers them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief.

10. Protected Activity. Nothing contained in this Agreement, any other agreement with the Company, or any Company policy limits Consultant's ability, with or without notice to the Company, to: (i) file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"), including without limitation, the Equal Employment Opportunity Commission, the National Labor Relations Board or the Securities and Exchange Commission; (ii) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including by providing non-privileged documents or information; (iii) discuss or disclose information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Consultant has reason to believe is unlawful; or (vi) testify truthfully in a legal proceeding. Any such communications and disclosures must not violate applicable law and the information disclosed must not have been obtained through a communication that was subject to the attorney-client privilege (unless disclosure of that information would otherwise be permitted consistent with such privilege or applicable law)

11. Miscellaneous. This Agreement together with all exhibits hereto, contains the entire understanding of the Parties with respect to the matters contained herein, and supersedes all proposals and agreements, written or oral, and all other communications between the Parties relating to the subject matter of this Agreement; provided, however, this Agreement does not supersede any confidentiality, assignment of inventions, and restrictive covenants agreement that Consultant previously entered into with the Company or any other policies and agreements with continuing obligations and all such obligations are expressly preserved. Neither this Agreement nor any right or obligation hereunder or interest herein may be assigned or transferred by Consultant without the express written consent of the Company. The Company may assign this Agreement to its affiliates, successors and assigns, and the Consultant expressly consents to such assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (the "State") without regard to its conflict of laws rules. Any disputes relating to this Agreement or the Consultant's services shall be heard exclusively before federal or state courts located in the State. This Agreement may not be modified or amended except in writing signed or executed by Consultant and the Company.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date last below written.

**CONSULTANT**

/s/ Garth Lees-Rolfe

\_\_\_\_\_  
Name (Print): Garth Lees-Rolfe

Date: 4/11/2025

**INHIBIKASE THERAPEUTICS, INC.**

By: /s/ Jeff Kagy

\_\_\_\_\_  
Name (Print) Jeff Kagy

Title: Chief Human Resources Officer

Date: 4/11/2025

EXHIBIT A

1. **Consulting Services:**

Consultant will provide the following Services:

Provide cooperative support and transition activities to the new management team including, but not limited to:

- Integration of New CRO and associated contracts with the new CRO
- Proxy Pre and Def
- Continuation of 404b compliance ready
- Q1 2025 filing
- Annual Meeting
- Q2 2025 filing prior to or on the deadline of August 15, 2025

2. **Compensation:**

Fees: Subject to Management’s discretion and the Consultant’s performance, as the only consideration due Consultant for the Services, the Consultant shall receive the following:

- A monthly fee in the amount of \$33,333.00 until such time as the Agreement is terminated or an amount pro-rated in any month wherein the Consulting relationship with the Company has been terminated.

Bonus Eligibility: Subject to Board approval upon completion of the Consulting relationship, the Consultant shall receive a pro-rated amount of his target bonus amount for fiscal year 2025, calculated at a rate of \$3,077 per week.

Equity:

The Consultant shall continue to vest in Consultant’s 2024 Equity Grants (as defined below) for so long as Consultant has a service relationship with the Company under this Agreement, subject in all respects to the applicable equity award agreement and the Company’s 2020 Equity Incentive Plan (the “2020 Plan”). Subject to approval by the Company’s Board of Directors (the “Board”), at the completion of the Term of the Agreement, the 2024 Equity Grants shall become fully vested, nonforfeitable and become exercisable.

The Company will, subject to approval by the Board cause all equity awards under the 2020 Plan that are vested at the completion of the Term of the Agreement, including the 2024 Equity Grants Awards, to remain exercisable until the end of 2025. You expressly consent to such extension of the post-termination exercise period of your vested stock options.

For purposes of this Agreement, “2024 Equity Grants” shall mean:

<b>Option Amount</b>	<b>Exercise Price</b>	<b>Grant Date</b>	<b>Current Expiration Date</b>
1,945	\$1.26	11/28/2022	11/28/2029
60,000	\$1.26	04/01/2024	4/1/2031



**EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made between **Inhibikase Therapeutics, Inc.** (the “Company”), and **David McIntyre** (the “Executive”) and is effective on the first business day it becomes fully executed (the “Effective Date”).

WHEREAS, the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment.

(a) Term. The Company shall employ the Executive and the Executive shall be employed by the Company pursuant to this Agreement commencing on the first day of employment, which the Company anticipates will be **April 14, 2025** and continuing until such employment is terminated in accordance with the provisions hereof (the “Term”). The Executive’s employment with the Company will be “at will,” meaning that the Executive’s employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

(b) Position and Duties. The Executive shall serve as the **Chief Financial Officer** and shall have such powers and duties as may from time to time be prescribed by the Chief Executive Officer (the “CEO”) or if the Company is temporarily without a CEO, any “Interim CEO” appointed by the Board of Directors of the Company (“Board”). Notwithstanding the foregoing, the Executive may serve on up to two other boards of directors or serve as a consultant, with the approval of the Board, which approval shall not unreasonably be withheld, or engage in religious, charitable or other community activities as long as such services and activities do not materially interfere with the Executive’s performance of the Executive’s duties to the Company. The Executive shall work remotely out of the Executive’s residence, provided that from time to time the Executive shall be required to travel, including to the Company’s office, as reasonably necessary to perform the Executive’s duties and responsibilities as set forth herein.

2. Compensation and Related Matters.

(a) Base Salary. The Executive’s initial base salary shall be paid at the rate of **\$485,000 per year**. The Executive’s base salary shall be subject to periodic review by the Board or the Compensation Committee of the Board (the “Compensation Committee”). The base salary in effect at any given time is referred to herein as “Base Salary.” The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for executive officers.

(b) Incentive Compensation. The Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee from time to time. The Executive's initial target annual incentive compensation shall be **45 percent** of the Executive's Base Salary. The target annual incentive compensation in effect at any given time is referred to herein as "Target Bonus." The actual amount of the Executive's annual incentive compensation, if any, shall be determined in the sole discretion of the Board or the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time, and shall be paid no later than March 15 of the year following the year to which it relates. To earn incentive compensation, the Executive must be employed by the Company on the day such incentive compensation is paid. The Executive agrees & understands that the "Target Bonus" will be prorated for the first year of service based on the date Executive begins employment.

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for similar executives.

(d) Other Benefits; Indemnification. The Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms of such plans. The Company currently offers *medical insurance, dental insurance, life insurance, disability insurance, paid sick leave, and retirement plan*. The Company reserves the right to modify, delete, or otherwise change the benefits it offers at any time. During the Term and thereafter, the Company agrees that it shall indemnify the Executive and provide the Executive with Directors & Officers liability insurance coverage to the same extent that it indemnifies and/or provides such insurance coverage to Board members and the Company's other most senior executive officers.

(e) Paid Time Off. The Executive shall be entitled to **20 days** of paid time off in accordance with the Company's applicable paid time off policy for similar executives, as may be in effect from time to time.

(f) Hire Option. As soon as practicable following the Effective Date, and subject to Board approval, Executive shall receive a grant of an option to purchase **1,775,539 shares** of shares of the Company's common stock ("Common Stock") (the "Hire Option"). The exercise price of the Hire Option shall be equal to the Fair Market Value (as defined in the Company's 2020 Equity Incentive Plan) on the date of grant. *One quarter of the grant shall vest and become exercisable on the first anniversary of the Effective Date, with the remainder vesting in 36 equal monthly installments thereafter, subject to the Executive's continued employment with the Company.*

(g) Warrant Adjustment Option. As soon as reasonably practicable following the Executive's commencement of employment, and subject to Board approval Executive shall receive a grant of an option to purchase **1,367,428 shares** of Common Stock, with an exercise price equal to the Fair Market Value on the date of grant (the "Warrant Adjustment Option").

(i) Vesting. *One quarter of the Warrant Adjustment Option shall vest and become exercisable on the first anniversary of the Effective Date, with the remainder vesting in 36 equal monthly installments thereafter, subject to the Executive's continued employment with the Company.*

(ii) Exercise and Forfeiture. Notwithstanding the foregoing, the total number of shares of Common Stock subject to the Warrant Adjustment Option that may be exercised shall not exceed an amount equal to one and two-tenths percent (1.2%) of the shares of Company stock subject to any Series A-1 Warrants and B-1 Warrants which have been exercised, exchanged for cash, or exchanged in a corporate-level transaction. To the extent any Series A-1 Warrants and B-1 Warrants expire without exercise (an "Expired Warrant"), a number of Warrant Adjustment Options equal to 1.2% of the shares of stock underlying the Expired Warrant shall be forfeited. As used herein, the term "Series A-1 Warrants and B-1 Warrants" shall mean the warrants to acquire shares of Common Stock issued in connection with the Company's private placement financing transaction, which closed on October 9, 2024.

3. Termination. The Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon death.

(b) Disability. The Company may terminate the Executive's employment if the Executive is disabled and unable to perform or expected to be unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation, for a period of 180 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of such issue shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean any of the following:

(i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including, without limitation, (A) willful dishonesty to the Company with respect to any material matter; or (B) misappropriation of funds or property of the Company or any of its subsidiaries or affiliates other than the occasional, customary and *de minimis* use of Company property for personal purposes;

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(ii) the commission by the Executive of (A) any felony or (B) a misdemeanor involving moral turpitude, or fraud;

(iii) any misconduct by the Executive, regardless of whether or not in the course of the Executive's employment, that results in material injury or reputational harm to the Company or any of its subsidiaries or affiliates if the Executive were to continue to be employed in the same position;

(iv) continued non-performance by the Executive of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) which has continued for more than 30 days following written notice of such non-performance from the Board or such other authorized representative of the Company;

(v) a breach by the Executive of any of the provisions contained in Section 8 of this Agreement or the Restrictive Covenants Agreement (as defined below);

(vi) a material violation by the Executive of any of the Company's lawful written material employment policies (e.g., anti-harassment, anti-discrimination, cybersecurity policies, etc.) of which Executive was (or should have been) aware; or

(vii) the Executive's failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or willful failure to preserve documents or other materials known by Executive to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination by the Company without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate employment hereunder at any time for any reason, including but not limited to, Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has completed all steps of the Good Reason Process (hereinafter defined) following the occurrence of any of the following events without the Executive's consent (each, a "Good Reason Condition"):

(i) a material diminution in the Executive's responsibilities, authority or duties, including a requirement that Executive report to any person(s) other than the CEO or if the Company is temporarily without a CEO, any "Interim CEO" appointed by the Board.

(ii) a material diminution in the Executive's Base Salary except for across-the-board salary reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company;

(iii) a material change in the geographic location at which the Executive provides services to the Company, such that there is an increase of at least thirty (30) miles of driving distance to such location from the Executive's principal residence as of such change; and

(iv) a material breach of this Agreement by the Company.

The "Good Reason Process" consists of the following steps:

(i) the Executive reasonably determines in good faith that a Good Reason Condition has occurred;

(ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within 60 days of the first occurrence of such condition;

(iii) the Executive cooperates in good faith with the Company's efforts, for a period of not less than 30 days following such notice (the "Cure Period"), to remedy the Good Reason Condition;

(iv) notwithstanding such efforts, the Good Reason Condition continues to exist; and

(v) the Executive terminates employment within 60 days after the end of the Cure Period.

If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) (i) any Base Salary earned through the Date of Termination (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "Accrued Obligations").

#### 4. Notice and Date of Termination.

(a) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

(b) Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by death, the date of death; (ii) if the Executive's employment is terminated on account of disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company without Cause under Section 3(d), the date on which a Notice of Termination is given or the date otherwise specified by the Company in the Notice of Termination, provided that to the extent a Notice of Termination is provided during a Change in Control Period, the Date of Termination shall be the date the Notice of Termination is provided to the Executive; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) other than for Good Reason, 14 days after the date on which a Notice of Termination is given, and (v) if the Executive's employment is terminated by the Executive under Section 3(e) for Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a termination by the Company for purposes of this Agreement.

5. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason Outside the Change in Control Period. If the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates employment for Good Reason as provided in Section 3(e), each outside of the Change in Control Period (as defined below), then, in addition to the Accrued Obligations, and subject to (i) the Executive signing a separation agreement and release in a form and manner satisfactory to the Company, which shall include, without limitation, a general release of claims against the Company and all related persons and entities, a reaffirmation of all of the Executive's Continuing Obligations (as defined below), and shall provide that if the Executive materially breaches any of the Continuing Obligations, all payments of the Severance Amount shall immediately cease (the "Separation Agreement and Release"), and (ii) the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination (or such shorter period as set forth in the Separation Agreement and Release), which shall include a seven (7) business day revocation period, the Company shall:

(a) Pay the Executive an amount equal to **12 months** of the Executive's Base Salary (the "Severance Amount"); and

(i) subject to the Executive's copayment of premium amounts at the applicable active employees' rate and the Executive's proper election to receive benefits under COBRA, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of (A) the date that is **12 months** after the Date of Termination; (B) the Executive's eligibility for group medical plan benefits under the Executive's new employer's group medical plan; or (C) the cessation of the Executive's continuation rights under COBRA; provided, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates; and

- (ii) pay the Executive any earned but unpaid bonus from the fiscal year prior to the year in which the Date of Termination occurs;
- (iii) pay the Executive in a lump sum a pro-rated Target Bonus pursuant to Section 2(b) of this Agreement for the year in which the Date of Termination occurs.

The amounts payable under Section 5, to the extent taxable, shall be paid out in substantially equal installments in accordance with the Company's payroll practice over **12 months** commencing within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount, to the extent it qualifies as "non-qualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

**6. Severance Pay and Benefits Upon Termination by the Company without Cause or by the Executive for Good Reason within the Change in Control Period.** The provisions of this Section 6 shall apply in lieu of, and expressly supersede, the provisions of Section 5 if (i) the Executive's employment is terminated either (a) by the Company without Cause as provided in Section 3(d), or (b) by the Executive for Good Reason as provided in Section 3(e), and (ii) the Date of Termination during the period commencing three (3) months prior to a Change in Control and ending twenty four (24) months after the occurrence of the first event constituting a Change in Control (such period, the "Change in Control Period"). These provisions shall terminate and be of no further force or effect after a Change in Control Period.

(a) If the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates employment for Good Reason as provided in Section 3(e) and in each case the Date of Termination occurs during the Change in Control Period, then, in addition to the Accrued Obligations, and subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming fully effective, all within the time frame set forth in the Separation Agreement and Release but in no event more than 60 days after the Date of Termination:

- (i) the Company shall pay the Executive an amount equal to **12 months** of the Executive's Base Salary (the "Change in Control Payment"); and
- (ii) subject to the Executive's copayment of premium amounts at the applicable active employees' rate and the Executive's proper election to receive benefits under COBRA, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution

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that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of (A) the **12 month anniversary** of the Date of Termination; (B) the Executive's eligibility for group medical plan benefits under the Executive's new employer's group medical plan; or (C) the cessation of the Executive's continuation rights under COBRA; provided, however, if the Company determines that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to the Executive for the time period specified above. Such payments shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates;

(iii) pay the Executive any earned but unpaid bonus from the fiscal year prior to the year in which the Date of Termination occurs;

(iv) pay the Executive in a lump sum a pro-rated Target Bonus pursuant to Section 2(b) of this Agreement for the year in which the Date of Termination occurs;

(v) notwithstanding anything to the contrary in any applicable option agreement or other stock-based award agreement, the Options and all other time-based stock options and other stock-based awards (the "Equity Awards") shall immediately accelerate and become fully exercisable or nonforfeitable as of the later of (i) the Date of Termination or (ii) the effective date of the Separation Agreement and Release (the "Accelerated Vesting Date"); *provided* that the Warrant Adjustment Option will only become exercisable if and when the Warrant Adjustment Option would otherwise be exercisable pursuant to its respective terms; and *provided further* that any termination or forfeiture of the unvested portion of such Equity Awards that would otherwise occur on the Date of Termination in the absence of this Agreement will be delayed until the effective date of the Separation Agreement and Release and will only occur if the vesting pursuant to this subsection does not occur due to the absence of the Separation Agreement and Release becoming fully effective within the time period set forth therein. Notwithstanding the foregoing, no additional vesting of the Equity Awards shall occur during the period between the Executive's Date of Termination and the Accelerated Vesting Date.

The amounts payable under this Section 6(a), to the extent taxable, shall be paid or commence to be paid within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payments to the extent they qualify as "non-qualified deferred compensation" within the meaning of Section 409A of the Code, shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.



(b) Additional Limitation.

(i) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code, and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments subject to Section 409A of the Code; (2) cash payments not subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(ii) For purposes of this Section 6(b), the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 6(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. The Company shall use commercially reasonable efforts to cause the Accounting Firm to assign reasonable value to any restrictive covenants that Executive enters into or has entered into in favor of the Company. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

(c) Definitions. For purposes of this Section 6, the following terms shall have the following meanings:

“Change in Control” shall mean any of the following:

(i) any “person,” as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Act”) (other than the Company, any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all “affiliates” and “associates” (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company’s then outstanding securities having the right to vote in an election of the Board (“Voting Securities”) (in such case other than as a result of an acquisition of securities directly from the Company); or

(ii) the date a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or

(iii) the consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale, exclusive license or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a “Change in Control” shall not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all of the then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all of the then outstanding Voting Securities, then a “Change in Control” shall be deemed to have occurred for purposes of the foregoing clause (i).

#### 7. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive’s separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement or otherwise on account of the Executive’s separation

from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement or the Restrictive Covenants Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

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## 8. Continuing Obligations.

(a) Restrictive Covenants Agreement. As a condition of entering into this Agreement, Executive is required to enter into the Employee Confidentiality, Assignment and Restrictive Covenants Agreement, attached hereto as Exhibit A (the "Restrictive Covenants Agreement"). For purposes of this Agreement, the obligations in the Restrictive Covenants Agreement and any other agreement relating to confidentiality, assignment of inventions, or other restrictive covenants shall collectively be referred to as the "Continuing Obligations."

(b) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Executive's use or disclosure of information, other than confidentiality restrictions (if any), or the Executive's engagement in any business. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not intentionally disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(c) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate as reasonably necessary with the Company in (i) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's reasonable cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being reasonably available to meet with counsel to answer questions or to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate as reasonably necessary with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 8(c).

(d) Relief. The Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the Continuing Obligations, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, the Executive agrees that if the Executive breaches, or proposes to breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company.

9. Consent to Jurisdiction. The parties hereby consent to the jurisdiction of the state and federal courts of the State of Georgia. Accordingly, with respect to any such court action, the Executive (a) submits to the exclusive personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

10. Waiver of Jury Trial. Each of the Executive and the Company irrevocably and unconditionally WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY OR ANY AFFILIATE OF THE COMPANY, INCLUDING WITHOUT LIMITATION THE EXECUTIVE'S OR THE COMPANY'S PERFORMANCE UNDER, OR THE ENFORCEMENT OF, THIS AGREEMENT.

11. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter, provided that the Restrictive Covenants Agreement and the Equity Documents remain in full force and effect.

12. Withholding: Tax Effect. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

13. Assignment. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement (including the Restrictive Covenants Agreement) without the Executive's consent to any affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets; provided further that if the Executive remains employed or becomes employed by the Company, the purchaser or any of their affiliates in connection with any such transaction, then the Executive shall not be entitled to any payments, benefits or vesting pursuant to Section 5 or pursuant to Section 6 of this Agreement solely as a result of such transaction. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns.

14. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

16. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

17. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

18. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company, which written instrument explicitly states the intent of the parties hereto to supplement the terms herein.

19. Effect on Other Plans and Agreements. An election by the Executive to resign for Good Reason under the provisions of this Agreement shall not be deemed a voluntary termination of employment by the Executive for the purpose of interpreting the provisions of any of the Company's benefit plans, programs or policies. Nothing in this Agreement shall be construed to limit the rights of the Executive under the Company's benefit plans, programs or policies except as otherwise provided in Section 8 hereof, and except that the Executive shall have no rights to any severance benefits under any Company severance pay plan, offer letter or otherwise. Except for the Restrictive Covenants Agreement, in the event that the Executive is party to an agreement with the Company providing for payments or benefits under such plan or agreement and under this Agreement, the terms of this Agreement shall govern and the Executive may receive payment under this Agreement only and not both. Further, Section 5 and Section 6 of this Agreement are mutually exclusive and in no event shall the Executive be entitled to payments or benefits pursuant to both Section 5 and Section 6 of this Agreement.

20. Governing Law. This is a Georgia contract and shall be construed under and be governed in all respects by the laws of the State of Georgia, without giving effect to the conflict of laws principles thereof.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Effective Date.

**INHIBIKASE THERAPEUTICS, INC.**

By: /s/ Mark Iwicki  
Name: Mark Iwicki  
Its: Chief Executive Officer

**EXECUTIVE**

/s/ David McIntyre  
**David McIntyre**

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**Exhibit A**

**Restrictive Covenants Agreement**





**Inhibikase Therapeutics Announces Appointment of David McIntyre  
as Chief Financial Officer**

*April 14, 2025* — Inhibikase Therapeutics, Inc. (Nasdaq: IKT) (“Inhibikase” or “Company”), a clinical-stage pharmaceutical company innovating small molecule kinase inhibitor therapeutics to treat pulmonary arterial hypertension (“PAH”), today announced the appointment of David McIntyre as Chief Financial Officer, effective April 14, 2025.

“David has extensive experience in financial strategy and corporate governance, as well as an established reputation within the life sciences capital markets sector, and we are thrilled to welcome him as our new Chief Financial Officer,” said Mark Iwicki, Chief Executive Officer of Inhibikase Therapeutics. “We look forward to leveraging his expertise as we continue to advance IKT-001 for PAH patients.”

Mr. McIntyre has over two decades of executive experience in the life sciences sector, having held numerous C-suite level roles at both public and private biotech and medical device companies, including Anthos Therapeutics, Inc., HeartWare® International, Inc., AVITA Medical, Inc., Tessa Therapeutics, Inc., and Braeburn, Inc. In addition to his executive leadership roles, Mr. McIntyre spent nearly a decade as a Partner at Apple Tree Partners, a multi-billion-dollar life sciences venture capital and growth equity fund. Prior to entering the life sciences industry, he practiced as a senior attorney at Baker McKenzie and KPMG, specializing in mergers and acquisitions, initial public offerings, and corporate law. He also held senior finance positions at multinational corporations and high-growth companies, including Rio Tinto.

Mr. McIntyre holds a Bachelor of Economics (Accounting) from the University of Sydney, a Bachelor of Laws from the University of Technology, Sydney, and a Master of Business Administration from Duke University’s Fuqua School of Business, where he was recognized as a Fuqua Scholar. He is also a Certified Practicing Accountant and is admitted as a legal practitioner of the Supreme Court of New South Wales and the High Court of Australia.

**About Inhibikase ([www.inhibikase.com](http://www.inhibikase.com))**

Inhibikase Therapeutics, Inc. (Nasdaq: IKT) is a clinical-stage pharmaceutical company developing Abelson Tyrosine Kinase inhibitor therapeutics for Cardiopulmonary disease. Inhibikase’s cardiopulmonary disease portfolio is led by IKT-001, a prodrug of imatinib mesylate, for PAH. Inhibikase is headquartered in Atlanta, Georgia with offices in Lexington, Massachusetts.

**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 include, but are not limited to, statements that express the Company’s intentions, beliefs, expectations, strategies, predictions or any other statements related to the initiation of the Company’s continued progression of IKT- 001



in PAH, the Company's future activities, or future events or conditions; and expectations regarding the anticipated contribution of Mr. McIntyre to our operations and progress. 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 include our ability to commence and execute a Phase 2b '702' trial to evaluate IKT-001 as a treatment for PAH, as well as such other factors that are included in our periodic reports on Form 10-K and Form 10-Q that we file with the U.S. Securities and Exchange Commission. 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:**

*Investor Relations:*

Michael Moyer

LifeSci Advisors

[mmoyer@lifesciadvisors.com](mailto:mmoyer@lifesciadvisors.com)