
**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): May 19, 2026

CORBUS PHARMACEUTICALS HOLDINGS, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37348
(Commission File Number)

46-4348039
(IRS Employer
Identification No.)

500 River Ridge Drive
Norwood, Massachusetts
(Address of Principal Executive Offices)

02062
(Zip Code)

Registrant's Telephone Number, Including Area Code: (617) 963-0100

Not Applicable

(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:

- 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, par value \$0.0001 per share | CRBP | The Nasdaq Capital Market |

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 1.01 Entry into a Material Definitive Agreement.

Effective May 21, 2026, Corbus Pharmaceuticals Holdings, Inc. (the “Company”) entered into an employment agreement (the “Employment Agreement”) with Nishant Saxena, which is effective for a period of two (2) years from the date thereof. Mr. Saxena’s employment agreement provides for him to serve as Chief Business Officer and provides for an annual base salary of \$470,000. In addition, Mr. Saxena is eligible to receive an annual bonus, which is targeted at up to 40% of his base salary but which may be adjusted by the Company’s board of directors (the “Board”) based on his individual performance and the Company’s performance as a whole. Pursuant to the terms of the employment agreement, Mr. Saxena will be granted 192,300 stock options to acquire shares of the Company’s common stock at an exercise price equal to the closing price of a share of common stock on the Nasdaq Capital Market on May 21, 2026 which will vest 25% after one year of employment and thereafter monthly over the following 36 months, subject to continuous employment with the Company, and 58,300 restricted stock units with respect to the Company’s common stock, which will vest 25% on each of the first, second, third and fourth annual anniversary of the award date, subject to continuous employment with the Company. In addition, Mr. Saxena is eligible to receive, from time to time, equity awards under our existing equity incentive plan, or any other equity incentive plan the Company may adopt in the future, and the terms and conditions of such awards, if any, will be determined by the Board or the Compensation Committee of the Board (the “Compensation Committee”), in their discretion. Mr. Saxena is subject to non-compete provisions, which apply during the term of his employment and for a period of six (6) months from the date of cessation of his employment, subject to the Company providing as severance ((x) if the Company terminates Mr. Saxena’s employment without cause or he terminates his employment for good reason during the term of the employment agreement and (y) he timely executes and does not revoke a general release, which will include a non-compete covenant, and complies with such covenants) twelve (12) months of his base salary (three (3) months if such termination occurs prior to the one-year anniversary of the effective date and other than during the Change in Control Period (as defined below)), other than during the Change in Control Period, in which case it will be increased to eighteen (18) months. Mr. Saxena will be subject to non-solicitation provisions, which apply during the term of his employment and for a period of twelve (12) months from the date of cessation of his employment. In addition, the employment agreement contains customary confidentiality and assignment of inventions provisions. The “Change in Control Period” is defined in the Employment Agreement as the period within the six (6) months immediately preceding or the twelve (12) months immediately following a change in control.

If the Company terminates Mr. Saxena’s employment without cause or he terminates his employment for good reason during the term of his employment agreement, other than during the Change in Control Period, the Company is required to pay him as severance reimbursement of the cost of COBRA coverage (or to use commercially reasonable best efforts to provide the cost of other comparable coverage if COBRA reimbursement would incur tax penalties or violate the law) for twelve (12) months (three (3) months if such termination occurs prior to the one-year anniversary of the effective date and other than during the Change in Control Period), and he may be paid a pro-rated bonus if his employment terminates on or after the one-year anniversary of the effective date, each subject to his timely execution of a general release, which will include a non-compete covenant, and continuing compliance with such covenants. If the Company terminates Mr. Saxena’s employment without cause or he terminates his employment for good reason during the term of the employment agreement, and during the Change in Control Period, the Company is required to pay him as severance reimbursement of the cost of COBRA coverage (or to use commercially reasonable best efforts to provide the cost of other comparable coverage if COBRA reimbursement would incur tax penalties or violate the law) for eighteen (18) months, accelerated vesting of all of his outstanding options, restricted stock and other equity incentive awards and his current year bonus at target levels, each subject to his timely execution and non-revocation of a general release, which will include a non-compete covenant, and continuing compliance with such covenants. Mr. Saxena’s severance payments and other applicable payments and benefits will be subject to reduction to the extent doing so would put him in a better after-tax position after taking into account any excise tax he may incur under Internal Revenue Code Section 4999 in connection with any change in control of the Company or his subsequent termination of employment. Mr. Saxena’s employment agreement expires on May 21, 2028.

The foregoing is a summary of the material terms of the Employment Agreement and does not purport to be complete. A copy of the Employment Agreement is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The awards are subject to the terms and conditions of the Corbus Pharmaceuticals Holdings, Inc. 2024 Equity Incentive Plan (the “2024 Plan”) and the Company’s form of Incentive Stock Option Grant Agreement, Non-Statutory Stock Option Grant Agreement and Restricted Stock Unit Award Agreement, respectively, which are incorporated by reference as Exhibits 10.2, 10.3 and 10.4 hereto, respectively.

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

On May 19, 2026, the Compensation Committee granted Brent Pfeiffenberger the following initial equity awards under the Corbus Pharmaceuticals Holdings, Inc. 2024 Equity Incentive Plan (the “2024 Plan”) in connection with his appointment to the Board: (i) a nonqualified stock option to purchase 24,700 shares of the Company’s common stock at an exercise price equal to the closing price of a share of common stock on the Nasdaq Capital Market on May 19, 2026, which option vests in three equal annual installments on each of the first three anniversaries of the grant date, subject to Dr. Pfeiffenberger’s continued service to the Company through each applicable vesting date, and expires on May 19, 2036; and (ii) a restricted stock unit award covering 7,500 shares of the Company’s common stock, which vests in three equal annual installments on each of the first three anniversaries of the grant date, subject to Dr. Pfeiffenberger’s continued service to the Company through each applicable vesting date. The awards are subject to the terms and conditions of the 2024 Plan and the Company’s form of Non-Statutory Stock Option Grant Agreement and Restricted Stock Unit Award Agreement, which are incorporated by reference as Exhibits 10.3 and 10.4, respectively.

Item 7.01 Regulation FD Disclosure.

On May 21, 2026, the Company issued a press release announcing the appointment of Mr. Saxena as Chief Business Officer of the Company, and that the Company’s management team will host a conference call and webcast on Tuesday, May 26, 2026 at 8:00 a.m. EDT to discuss clinical data from its Phase 1/2 study of CRB-701. A copy of the press release is furnished as Exhibit 99.1 hereto and shall not be deemed “filed” for the purposes of Section 18 of 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 Exchange Act or the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

| Exhibit No. | Description |
|-------------|---|
| 10.1 | Employment Agreement, dated May 21, 2026, between Corbus Pharmaceuticals Holdings, Inc. and Nishant Saxena. |
| 10.2 | Form of Incentive Stock Option Grant Agreement (incorporated by reference to Exhibit 10.2 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 20, 2024). |
| 10.3 | Form of Non-Statutory Stock Option Grant Agreement (incorporated by reference to Exhibit 10.3 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 20, 2024). |
| 10.4 | Form of Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.5 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 20, 2024). |
| 99.1 | Press Release issued by Corbus Pharmaceuticals Holdings, Inc. dated May 21, 2026. |
| 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.

Corbus Pharmaceuticals Holdings, Inc.

Date: May 21, 2026

By: */s/ Yuval Cohen*

Name: Yuval Cohen

Title: Chief Executive Officer

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this “**Agreement**”), dated as of May 21, 2026 (the “**Effective Date**”), is entered into by and between Corbus Pharmaceuticals Holdings, Inc. (the “**Company**”) and Nishant Saxena (the “**Executive**”).

WITNESSETH:

WHEREAS, the Company desires to employ the Executive as its Chief Business Officer and the Executive desires to accept such position, on the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **EMPLOYMENT.** Subject to the terms and conditions set forth herein, the Company hereby employs the Executive, and the Executive hereby accepts such employment by the Company commencing on the Effective Date.
2. **SCOPE OF EMPLOYMENT.** During the term of this Agreement, the Executive shall hold the position of Chief Business Officer. As Chief Business Officer, the Executive shall have the duties and responsibilities described in Exhibit A hereto, plus such additional duties as may reasonably be assigned to the Executive from time to time by the Company. The Executive shall report directly to the Chief Executive Officer and work closely with other members of the management team. The Executive will devote his full time and best efforts to the business and affairs of the Company. The Executive shall be subject to and comply with the Company’s policies, procedures and approval practices as generally in effect at any time and from time to time. Subject to necessary or appropriate travel obligations, it is understood that your office location will be your place of residence in New York.
3. **PREVIOUS OBLIGATIONS.** The Executive represents that his employment by the Company and the performance of his duties on behalf of the Company does not, and shall not, breach any agreement that obligates the Executive to keep in confidence any trade secrets or confidential or proprietary information of any other party or to refrain from competing, directly or indirectly, with the business of any other party. The Executive shall not disclose to the Company any trade secrets or confidential or proprietary information of any other party.
4. **COMPENSATION.** As full compensation for all services to be rendered by Executive during the term of this Agreement, the Company will compensate the Executive as follows.
 - 4.1 **Base Salary.** The Company shall pay the Executive a base salary (the “**Base Salary**”) at the annualized rate of \$470,000, which shall be subject to customary withholdings and authorized deductions and shall be payable in equal installments in accordance with the Company’s customary payroll practices in place from time to time. For avoidance of doubt, the Base Salary shall be prorated for 2026 from the Effective Date. The Executive’s Base Salary shall be subject to review from time to time by the Company’s Board of Directors or appropriate committee thereof (the “**Board**”).

4.2 **Annual Bonus.**

- (a) The Executive will be eligible to participate in an annual executive bonus plan pursuant to which he may earn a bonus (“**Bonus**”) equal to up to 40% of his Base Salary (such maximum bonus may be referred to as the “**Target Bonus**”).
- (b) The Executive will be eligible for a discretionary annual bonus of up to 40% of Base Salary (prorated for 2026 based on the Effective Date), subject to meeting such individual objectives and the Company meeting Company-wide objectives as the Board establishes for each year (collectively, the “**Performance Criteria**”).
- (c) The Board may, in its discretion, grant the Executive a Bonus in excess of the Target Bonus if the Performance Criteria are exceeded.
- (d) Following the close of each calendar year but in no event later than January 30th, the Board will meet and determine the extent to which the Performance Criteria have been achieved for such year and the amount of the Bonus. Based on that determination, payment of the Bonus (if any) shall be made by March 15th.
- (e) Notwithstanding the foregoing to the contrary (including all Performance Criteria being met), payment of the Bonus shall be at the sole and absolute discretion of the Board, based on, among other things, the financial condition of the Company.

4.3 **Equity Grants.**

- (a) Subject to approval of the Board, as a material inducement for Executive’s employment with the Company, on the Effective Date, Executive will be granted 192,300 stock options to acquire the Company’s common stock (“**Company Stock**”), which shall consist of non-qualified and/or qualified stock options, as determined by the Board, and 58,300 restricted stock units (“**RSUs**”) with respect to Company Stock. The exercise price of all options will be based on the price of Company Stock at date of grant, as determined by the Board consistent with the Company’s option grant practices. The stock options will vest as follows: 25% after one year of employment with the Company; thereafter monthly over the following 36 months subject to continuous employment with the Company. The RSUs will vest as follows: 25% shall vest on each of the first, second, third and fourth annual anniversary of the award date subject to continuous employment with the Company. All such equity awards shall otherwise be subject to the Company’s standard form of stock option and RSU grant agreements.
- (b) During the Term (as defined below), subject to the terms of the Corbus Pharmaceuticals Holdings, Inc. 2024 Equity Compensation Plan (the “**2024 Plan**”) and/or any successor equity compensation plan as may be in place from time to time and separate award agreements, the Executive also shall be eligible to receive from time to time stock options or other awards in amounts, if any, to be approved by the Board in its discretion.

4.4 **Benefits.** During his employment and subject to any contribution therefore generally required of employees of the Company, the Executive shall be entitled to participate in any and all employee benefit plans from time to time in effect for executive employees of the Company generally. Such participation shall be subject to (i) the terms of the applicable plan documents, (ii) generally applicable policies of the Company and (iii) the discretion of the Board or any administrative or other committee provided for in or contemplated by such plan. The Company may alter, modify, add to or delete its employee benefit plans at any time as it, in its sole judgment, deems appropriate.

4.5 **Vacations, Sick Time, Holidays, and Other Leave.** During the term of his employment, the Executive shall be entitled to paid time off, including vacation time, sick time, holidays, and other leave time, in accordance with the Company’s policies in force in its Employee Handbook as of the

Effective Date of this Agreement or as such policies may be modified from time to time by the Company.

4.6 **Changes to Compensation.** The Company may, at its sole discretion, change the terms and conditions of Executive's employment, including without limitation, the terms of the Executive's compensation (other than the terms and conditions of outstanding options or other awards under the 2024 Plan (or applicable successor equity compensation plan) which shall continue to be governed by the applicable award agreements and the 2024 Plan (or applicable successor equity compensation plan)). After completion of the Term (as defined below), the Company shall give the Executive at least 14 days' prior written notice of any changes to Executive's compensation.

5. **EXPENSES.** The Executive shall be entitled to reimbursement by the Company for all necessary and reasonable travel, entertainment and other business expenses incurred by him in connection with his duties hereunder. The Company shall reimburse the Executive for all such expenses upon presentation of an itemized account and appropriate supporting documentation, all in accordance with the Company's generally applicable policies as in effect from time to time.

6. **CONFIDENTIALITY.**

6.1 **Definition.** During the term of his employment, the Executive will have access to the Company's confidential business information (the "**Confidential Information**"). Confidential Information means all trade secrets, know-how, show-how, theories, technical, operating, financial and other business information relating to the Company, its affiliates and each of their respective businesses or potential businesses, whether or not reduced to writing or other medium, and whether or not marked or labeled confidential, proprietary or the like, specifically including, without limitation, the following: inventions (including, without limitation, Work Product (as defined below)), designs, data, computer code, works of authorship, formulas, compounds, indications, techniques, ideas, discoveries, products and services under development, investor, customer and vendor information of any kind, marketing and business plans, pricing and profit margins, memoranda, notes, records, files, reports and other documentation, processes, business methods, improvements, modifications and creations, methodology, concepts, research, specifications, data processes, operations procedures, computer systems and software; provided, however, that Confidential Information shall not include information that is or becomes generally available to the public, unless such information has become generally available as a result of the Executive's direct or indirect act or omission or as a result of the disclosure by any other person in violation of any contractual, legal or fiduciary obligation.

6.2 **Use of Confidential Information.** Subject to the other provisions of this Agreement, the Executive shall use Confidential Information only in the performance of the Executive's duties for the Company. Subject to the other provisions of this Agreement, the Executive shall not use Confidential Information at any time (during or after the Executive's employment) for the Executive's personal benefit or in any manner adverse to the interests of the Company, its affiliates, or any of their respective investors and clients.

6.3 **Protection and Non-Disclosure of Confidential Information.** The Executive shall safeguard the Confidential Information by all reasonable steps and abide by all policies and procedures of the Company in effect from time to time regarding storage, copying, destroying, publication or posting, and handling of such Confidential Information, in whatever medium or format that Confidential Information takes. At all times during and after his employment by the Company, the Executive shall not disclose Confidential Information at any time except to persons or entities authorized by the Company to receive this information or as otherwise permitted by this Agreement. For the avoidance of doubt, the Executive is permitted, subject to the other provisions of this Agreement, to disclose Confidential Information to third parties with whom or which the Company has entered into confidentiality agreements. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prevent disclosure of Confidential Information when required to do so by a court of law, a governmental agency, or an administrative or legislative body (each with jurisdiction to order

the Executive to divulge, disclose or make accessible such information); provided that, the Executive shall give prompt written notice to the Company of such requirement and reasonably cooperate with any attempt by the Company and/or its affiliates to obtain a protective order or similar treatment. Notwithstanding the foregoing, nothing in this Agreement prohibits, limits, or otherwise interferes with the Executive's protected rights under federal, state or local law to, without notice to the Company, (i) communicate or file a charge with a government regulator; (ii) participate in an investigation or proceeding conducted by a government regulator; or (iii) receive an award paid by a government regulator for providing information.

- 6.4 **Return of Confidential Information.** Upon request of the Company, the Executive will promptly (i) deliver to the Company all documents and other tangible media in the Executive's possession or control that evidence, contain or reflect Confidential Information (including all copies, reproductions, digests, abstracts, analyses, and notes) and (ii) destroy any intangible materials that evidence, contain or reflect Confidential Information on equipment or media not owned by the Company.
- 6.5 **Other Agreements.** The Executive shall execute and abide by all confidentiality agreements which the Company reasonably requests the Executive to sign or abide by, whether those agreements are for the benefit of the Company, an affiliate of the Company, or an actual or a potential client thereof.
- 6.6 **Defend Trade Secrets.** The Executive acknowledges that the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret if (i) the Executive makes such disclosure in confidence to a federal, State, or local government official, either directly or indirectly, or to an attorney and such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law, or (ii) the Executive makes such disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order. Nothing contained herein will waive, limit or affect any rights of the Company under any applicable trade secrets laws, including Defend Trade Secrets Act of 2016, which will be enforceable separate and apart from this Agreement.

7. **ASSIGNMENT OF WORK PRODUCT.**

- 7.1 **Definitions.** The following capitalized terms shall have the meanings assigned to them below:

"Intellectual Property" means collectively all Work Product and all Intellectual Property Rights relating to all Work Product.

"Intellectual Property Rights" means all copyrights, copyright registrations and copyright applications, trademarks, service marks, trade dress, trade names, trademark registrations and trademark applications, patents and patent applications, trade secret rights, and all other intellectual property rights and intellectual property interests existing, created or protectable under any intellectual property or other law of any nation.

"Work Product" means any and all inventions, discoveries, works of authorship, developments, improvements, formulas, compounds, indications, techniques, concepts, data and ideas (whether or not patentable or registerable under patent, copyright, or similar statute) made, conceived, prepared, created, discovered, or reduced to practice by the Executive, either alone or jointly with others, during the period of his employment, that (i) result or relate to work performed by the Executive for the Company, (ii) are made by use of the equipment, supplies, facilities or

Confidential Information of the Company, or are made, conceived or completed, wholly or in part, during hours in which the Executive is working for the Company, or (iii) are related to the business of the Company or the actual or demonstrably anticipated business of the Company.

- 7.2 **Property of the Company.** All Intellectual Property is and will be the sole property of the Company.
- 7.3 **Copyrights; Assignment.** The Executive agrees that all copyrightable materials that fall within the definition of Work Product, will be, to the maximum extent permitted by law, works-made-for-hire for the Company under copyright law, and to the extent not works-made-for-hire, the Executive hereby irrevocably assigns to the Company, without royalty or further consideration to the Executive, all right, title, and interest he may have, or may acquire, in and to all Intellectual Property.
- 7.4 **Disclosure.** The Executive will promptly disclose in writing all Work Product to the Company. The Executive agrees to keep adequate and current written records of all such Work Product, in the form of notes, sketches, drawings, electronic records and/or other reports, which records are, and will remain, the sole property of the Company and will be available to the Company at all times.
- 7.5 **Execution of Documents.** Whenever requested by the Company, both during the period of the Executive's employment and thereafter, the Executive will promptly sign and deliver to the Company any and all applications, assignments and other documents that the Company considers necessary or desirable in order to: (a) assign, apply for, obtain, and maintain any Intellectual Property Rights in the United States and for other countries relating to any Work Product, (b) assign and convey to the Company or its designee the sole and exclusive right, title, and interest in and to all Intellectual Property, (c) provide evidence regarding the Intellectual Property that the Company considers necessary or desirable, and (d) confirm the Company's ownership of the Intellectual Property, all without royalty or any other further consideration to the Executive.
- 7.6 **Assistance to the Company.** Whenever requested by the Company, both during the period of the Executive's employment and thereafter, the Executive will assist the Company in assigning, obtaining, maintaining, defending, registering and from time to time enforcing, in any and all countries, the Company's right to the Intellectual Property. This assistance may include, without limitation, testifying in a suit or other proceeding. If the Company requires assistance from the Executive after termination of his employment, other than assistance as set forth in Section 7.5, the Executive will be compensated for time actually spent in providing assistance at an hourly rate equivalent to his compensation at the time his employment was terminated together with his reasonable, actual out-of-pocket expenses incurred in providing such assistance, to the extent permitted by applicable law and/or court rules.
- 7.7 **Power of Attorney.** For use in the case that the Company cannot obtain the Executive's signature on any document that the Company considers necessary or desirable in order to assign, apply for, prosecute, obtain, or enforce any Intellectual Property, whether due to the Executive's non-cooperation, unavailability, or any other reason, the Executive hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as his agent and attorney-in-fact to act for, and on the Executive's behalf, to execute and file any such document and to do all other lawfully permitted acts to further the assignment, transfer to the Company, application, registration, prosecution, issuance, and enforcement of all Intellectual Property, with the same force and effect as if executed and delivered by the Executive.
- 7.8 **Prior Inventions.** The Executive represents that any inventions, prior works of authorship, discoveries, concepts or ideas, if any, to which the Executive presently has any right, title or interest, and which were previously conceived either wholly or in part by the Executive, and that the Executive desires to exclude from the operation of this Agreement are identified on Exhibit B of this Agreement (each a "**Prior Invention**"). The Executive represents that the list contained in Exhibit B is complete to the best of his knowledge. If during the Executive's retention with the Company, the Executive incorporates a Prior Invention into a Company product, process or service

or its use, the Executive shall be deemed to have automatically granted to the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, display, perform sell and otherwise use such Prior Invention as part of or in connection with any Company product, process or service. The Executive shall not incorporate a Prior Invention into a Company product, process or service or its use without the Company's prior written consent.

8. NON-COMPETITION; NON-SOLICITATION.

8.1 Non-competition. To protect the Company's legitimate interests in, among other things, the Company's Confidential Information, trade secrets, and goodwill, during the Employment Period and the Non-Competition Restricted Period (as defined below), the Executive shall not, in any geographic location where within the two years prior to cessation of employment with the Company the Executive provided services to the Company or had a material presence or influence, directly or indirectly, whether as a partner, principal, shareholder, licensor, licensee, employee, officer, director, manager, agent, representative, advisor, promoter, associate, investor, or otherwise, assist in or engage in providing any services that the Executive provided to the Company during the prior two years, to a Competitive Business (as defined below). The geographic limitation as set forth in this Section 8.1 does not apply during the Employment Period, during which there is no geographic limitation to the restrictions as set forth in this Section 8.1.

In furtherance of the foregoing, the Company will provide the Executive with the following:

- (a) Subject to Sections 11.5 and 11.6, in the event that the Executive's employment with the Company is terminated by the Company without Cause or by the Executive for Good Reason, during the Term (as defined below) other than during the Change in Control Period (as defined in subsection 8.1(b)), the Company shall pay to the Executive an amount equal to twelve months of his then current Base Salary under Section 4.1 above (less applicable withholdings and authorized deductions), to be paid in equal installments bimonthly in accordance with the Company's customary payroll practices, commencing sixty (60) days following the date of termination of employment; provided, however, that if such termination occurs prior to the one-year anniversary of the Effective Date and other than during the Change in Control Period, then "three months" shall replace and be substituted for "twelve months" in this paragraph (a).
- (b) Subject to Sections 11.5 and 11.6, in the event that the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, during the Term and within the 6 months immediately preceding or the 12 months immediately following a Change in Control (as defined in Section 11.4) (the "**Change in Control Period**"), then in lieu of the payments set forth in subsection 8.1(a) above, the Company shall pay to the Executive an amount equal to eighteen (18) months of his then current Base Salary under Section 4.1 above (less applicable withholdings and authorized deductions), to be paid in equal installments bimonthly in accordance with the Company's customary payroll practices, commencing sixty (60) days following the date of termination of employment. For avoidance of doubt, if such termination precedes a Change in Control and any payments or benefits have commenced pursuant to subsection 8.1(a), such payments or benefits shall be taken into account for purposes of this subsection 8.1(b).

The Executive has the right to consult with counsel prior to signing this Agreement, including this Section 8.1. This Section 8.1 shall not be effective until after ten (10) business days from the date the Executive received notice of this Section 8.1, but in no case earlier than the Effective Date of this Agreement.

The Executive shall not provide any services to any other person, company, entity or firm while the Executive is employed by the Company without the Company's written consent and may not do anything that may result in an actual or perceived conflict of interest to the Company.

During the Non-Competition Restricted Period, the Executive shall, upon the Company's request, honestly, accurately, and completely provide the Company with the name of any prospective new employer or hiring entity that follows the Executive's separation from the Company. During the Employment Period, the Non-Competition Restricted Period, and the Non-Solicitation Restricted Period (defined below), the Executive shall, upon the Company's request, provide a copy of this Agreement to any person, company, entity or firm.

8.2 Certain Definitions. The following capitalized terms shall have the meanings assigned to them below:

"Competitive Business" means any business that is developing or has developed: (1) a cannabinoid agonist for the treatment of scleroderma, cystic fibrosis, obesity, or other inflammatory, weight loss, or fibrotic diseases, (2) a Nectin-4 targeting drug for the treatment of solid tumors, and (3) an $\alpha v \beta 1$, 6 or 8 integrin including combinations thereof for the treatment of solid tumors or fibrotic diseases.

"Employment Period" means the period commencing on the Effective Date and continuing through and including the date of cessation of the Executive's employment with the Company.

"Non-Competition Restricted Period" means the 6 months from the date of cessation of the Executive's employment with the Company.

"Non-Solicitation Restricted Period" means the 12 months from the date of cessation of the Executive's employment with the Company.

8.3 Non-Solicitation. During the Employment Period and the Non-Solicitation Restricted Period, the Executive shall not, directly or indirectly, whether on behalf of himself or anyone else: (i) induce or attempt to induce a business associate of the Company to refrain from doing business with the Company; or (ii) solicit any of the employees of the Company to leave the employ of the Company or hire anyone who is an employee of the Company or has worked for the Company during the previous 12 months. The Non-Solicitation Restricted Period shall be extended by the length of any period during which the Executive is in breach of the terms and conditions of this Section 8.3.

8.4 Separate Covenants. The Executive acknowledges and agrees that the covenants set forth in this Section 8 are an essential element of this Agreement and the transactions contemplated hereby and that, but for the agreement of the Executive to comply with such covenants, the Company would not have entered into this Agreement.

8.5 Blue Pencil Provision. The parties hereby expressly agree that the duration, scope and geographic area of restriction set forth in this Section 8 are reasonable and necessary to protect the legitimate business interests of the Company. If any provision of this Agreement should be found by any court of competent jurisdiction to be unenforceable for any reason, including but not limited to being too broad as to duration, scope, or area of restriction, then, and in that event, such provision will nonetheless remain valid and fully effective, but will be considered to be amended so that the duration, scope, and/or area of restriction set forth will be changed to be the maximum duration, scope, or area of restriction, as the case may be, that would be found enforceable by such court.

9. INJUNCTIVE RELIEF. The Executive acknowledges that the Company shall not have an adequate remedy in the event that the Executive breaches Section 6, 7, 8 or 12 of this Agreement and that the Company will suffer irreparable damage and injury in such event. The Executive agrees that the Company, in addition to any other available rights and remedies, shall be entitled to seek an injunction (without the necessity of posting a bond) restraining the Executive from committing or continuing any violation of Section 6, 7, 8 or 12 of this Agreement.

10. TERM; TERMINATION

- 10.1. **Term.** Unless earlier terminated in accordance with the provisions of this Section 10, the term of this Agreement shall continue for a period of (2) years from the Effective Date (the "**Term**"). If the Company continues to employ the Executive after the expiration of the Term without a written extension of the term, such employment shall continue on an AT-WILL basis and the Company shall have the right to terminate the Executive's employment for any reason or no reason, with or without written notice.
- 10.2. **Death.** Upon the death of the Executive, the Executive's employment with the Company shall terminate.
- 10.3. **Disability.** If the Executive is unable to perform the essential functions of the Executive's employment with the Company for more than twelve weeks (unless a longer period is required by state or federal law), the Company shall have the right to terminate the Executive's employment upon prior written notice.
- 10.4. **Termination by the Executive.** The Executive may terminate this Agreement and his employment hereunder with or without Good Reason (as defined below) upon 30 days prior written notice to the Company.
- 10.5. **Termination by the Company.** The Company may terminate this Agreement and the Executive's employment hereunder (i) without Cause immediately upon written notice to the Executive or (ii) immediately for Cause.
- 10.6. **Certain Definitions.** The following capitalized terms shall have the meanings assigned to them below:

"**Cause**" means: (i) the Executive's chronic failure to perform those material duties assigned to him pursuant to Section 2 above to the reasonable satisfaction of the Board after written notice thereof and a reasonable opportunity to respond and/or cure of not less than 30 days; (ii) the Executive's gross negligence or misconduct (including but not limited to acts of fraud or theft or the violation of applicable laws) in connection with the performance of his duties; (iii) the Executive's material breach of Section 6, 7 or 8 above; (iv) the Executive's commission of an act of moral turpitude; (v) the Executive being dependent on or addicted to alcohol or drugs; or (vi) the Executive's conviction of or plea of nolo contendere to a felony.

"**Good Reason**" means the voluntary termination by the Executive within thirty (30) days following: (i) a requirement that the Executive physically relocates to another office that is more than 75 miles from the office location that the Executive reported to on the Effective Date; (ii) a reduction in the Executive's rate of compensation, potential incentive compensation, or general benefits (other than general changes, in each case, affecting all similarly situated employees to substantially the same extent); or (iii) a material adverse change in the Executive's job description or a significant reduction of the scope of the Executive's authority or responsibilities.

11. **EFFECT OF TERMINATION**

- 11.1. **Payments Upon Termination.** In the event that the Executive's employment with the Company is terminated for any reason, the Executive shall have the right to receive (i) the compensation and reimbursable expenses then accrued and/or earned and unpaid under Sections 4.1 and 5 of this Agreement through the date of termination, (ii) payment for unused vacation days accrued through the date of termination and (iii) any benefits required by the Consolidated Omnibus Budget Reconciliation Act of 1985.
- 11.2. **No Other Payments or Benefits.** The Executive acknowledges and agrees that upon the termination of his employment, no other benefits, compensation or remuneration of any kind is owed by the

Company to the Executive other than as set forth in Sections 8.1 and 11 or as set forth in the agreements pertaining to stock options granted to the Executive by the Company.

11.3 Survival. Notwithstanding anything to the contrary set forth herein, Sections 6, 7, 8, 9 and 11-19 of this Agreement and any remedies for the breach thereof, shall survive the termination of this Agreement under the terms hereof. Termination of this Agreement shall not relieve or release either party from any rights, liabilities or obligations which it/he has accrued prior to the effective date of such termination.

11.4 Additional Payments. (a) Subject to Sections 11.5 and 11.6, in the event that the Executive's employment with the Company is terminated by the Company without Cause or by the Executive for Good Reason, during the Term other than during the Change in Control Period (as defined in subsection 11.4(b)), (A) if the Executive then participates in the Company's medical, dental and/or vision plans and the Executive timely elects to continue and maintain group health plan coverage pursuant to COBRA, the Company shall reimburse the Executive for the cost of health insurance under COBRA for a period of twelve months (three months if the termination of Executive's employment occurs prior to the one-year anniversary of the Term and other than during the Change in Control Period (as defined in Section 8.1(b)); provided, however, that if and to the extent that the Company may not provide such COBRA reimbursement without incurring tax penalties or violating any requirement of the law, the Company shall use its commercially reasonable best efforts to provide substantially similar assistance in an alternative manner, provided that the cost of doing so does not exceed the cost that the Company would have incurred had the COBRA reimbursement been provided in the manner described above or cause a violation of Section 409A (as defined below), and (B) if the Executive's employment terminates on or after the one-year anniversary of the Term and Executive is otherwise entitled to a Bonus, subject to the Board's discretion and approval as set forth in Section 4.2 above, the Company shall pay such Bonus in accordance with the terms of the applicable plan and on the same basis as other participants in the plan except that the Bonus amount shall be prorated (based on the percentage of days the Executive was employed relative to the total number of days in the bonus earning period).

(b) Subject to Sections 11.5 and 11.6, in the event that the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, during the Change in Control Period (as defined in Section 8.1(b)), then in lieu of the payments set forth in subsection 11.4(a) above, the Company shall (A) if the Executive then participates in the Company's medical, dental and/or vision plans and the Executive timely elects to continue and maintain group health plan coverage pursuant to COBRA, the Company shall reimburse the Executive for the cost of health insurance under COBRA for a period of eighteen (18) months; provided, however, that if and to the extent that the Company may not provide such COBRA reimbursement without incurring tax penalties or violating any requirement of the law, the Company shall use its commercially reasonable best efforts to provide substantially similar assistance in an alternative manner, provided that the cost of doing so does not exceed the cost that the Company would have incurred had the COBRA reimbursement been provided in the manner described above or cause a violation of Section 409A (as defined below), (B) pay the current year Bonus at the Target Bonus level, which payment shall be made by March 15th of the following calendar year, and (C) fully accelerate vesting of all of the Executive's outstanding stock options, restricted stock and other equity incentive awards upon the later of (x) the Change in Control or (y) the Executive's termination of employment with the Company. For avoidance of doubt, if such termination precedes a Change in Control and any payments or benefits have commenced pursuant to subsection 11.4(a), such payments or benefits shall be taken into account for purposes of this subsection 11.4(b).

As used in this Agreement, "Change in Control" means (x) a change in ownership of the Company under clause (i) below or (y) a change in the ownership of a substantial portion of the assets of the Company under clause (ii) below:

(i) Change in the Ownership of the Company. A change in the ownership of the Company shall occur on the date that any one person, or more than one person acting

as a group (as defined in clause (iii) below), acquires ownership of capital stock of the Company that, together with capital stock held by such person or group, constitutes more than 50 percent of the total fair market value or total voting power of the capital stock of the Company. However, if any one person or more than one person acting as a group, is considered to own more than 50 percent of the total fair market value or total voting power of the capital stock of the Company, the acquisition of additional capital stock by the same person or persons shall not be considered to be a change in the ownership of the Company. An increase in the percentage of capital stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires capital stock in the Company in exchange for property will be treated as an acquisition of stock for purposes of this paragraph.

(ii) Change in the Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets shall occur on the date that any one person, or more than one person acting as a group (as defined in clause (iii) below), acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 80 percent of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. There is no Change in Control under this clause (ii) when there is a transfer to an entity that is controlled by the shareholders of the Company immediately after the transfer, as provided below in this clause (ii). A transfer of assets by the Company is not treated as a change in the ownership of such assets if the assets are transferred to (a) a shareholder of the Company (immediately before the asset transfer) in exchange for or with respect to its capital stock, (b) an entity, 50 percent or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (c) a person, or more than one person acting as a group, that owns, directly or indirectly, 50 percent or more of the total value or voting power of all the outstanding capital stock of the Company, or (d) an entity, at least 50 percent of the total value or voting power of which is owned, directly or indirectly, by a person described in clause (ii)(c) of this paragraph. For purposes of this clause (ii), a person's status is determined immediately after the transfer of the assets.

(iii) Persons Acting as a Group. For purposes of clauses (i) and (ii) above, persons will not be considered to be acting as a group solely because they purchase or own capital stock or purchase assets of the Company at the same time. However, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of assets or capital stock, or similar business transaction with the Company. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of assets or capital stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only with respect to the ownership in that corporation before the transaction giving rise to the change and not with respect to the ownership interest in the other corporation. For purposes of this paragraph, the term "corporation" shall have the meaning assigned such term under Treasury Regulation section 1.280G-1, Q&A-45.

(iv) Each of clauses (i) through (iii) above shall be construed and interpreted consistent with the requirements of Section 409A and any Treasury Regulations or other guidance issued thereunder.

11.5 Release Agreement. In order to receive the payments and benefits set forth in Sections 8.1 and/or 11.4, as applicable, (collectively referred to herein as the "Severance Payments"), the Executive must timely execute (and not revoke) a separation agreement and general release (the "Release

Agreement”) in a customary form as is determined to be reasonably necessary by the Company in its good faith and reasonable discretion and which form will include a provision that the Executive remains in compliance with the non-compete provision set forth in Section 8.1. If the Executive is eligible for Severance Payments pursuant to Sections 8.1 and 11.4, the Company will deliver the Release Agreement to the Executive within seven (7) calendar days following the date of termination of employment. The Severance Payments are subject to the Executive’s execution and delivery of such Release Agreement within 45 days of the Executive’s receipt of the Release Agreement and the Executive’s non-revocation of such Release Agreement.

11.6 **Post-Termination Breach.** Notwithstanding anything to the contrary contained in this Agreement, the Company’s obligation to provide the Severance Payments will immediately cease if the Executive breaches any of the provisions of Sections 6, 7 or 8, the Release Agreement or any other Agreement the Executive has with the Company.

12. **RETURN OF COMPANY PROPERTY; EXIT INTERVIEW.** Upon termination of the Executive’s employment with the Company for any reason, the Executive will promptly:

- (a) Deliver to the Company all documents and other tangible media in the Executive’s possession or control that evidence, contain or reflect (A) Confidential Information or (B) Work Product, in each case whether prepared by the Executive or otherwise coming into the Executive’s possession or control;
- (b) Destroy any intangible materials that evidence, contain or reflect Confidential Information or Work Product on equipment or media not owned by the Company, unless otherwise directed by the Company; and
- (c) Return to the Company all equipment, files, software programs and other personal property belonging to the Company.

Upon termination of the Executive’s employment with the Company for any reason, the Executive will attend an exit interview with a representative of the Company to review the Executive’s continuing obligations under this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all contemporaneous and prior agreements and understandings between them as to such subject matter. Except as otherwise expressly provided herein, this Agreement may not be amended except by an instrument in writing executed by the Company and the Executive. Subject to the other provisions of this Agreement, any subsequent change or changes in the Executive’s duties, salary, or compensation will not affect the validity or scope of this Agreement, including the validity or scope of Section 8.

14. **ASSIGNMENT.** The Executive shall not be permitted to assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company.

15. **GOVERNING LAW; JURISDICTION.** This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York without giving effect to the principles of conflicts of laws thereof. The parties hereby consent and submit to the exclusive jurisdiction and venue of the courts located in New York County, New York in connection with any actions or proceedings brought against either of them (or each of them) arising out of or relating to this Agreement.

16. **MISCELLANEOUS.** No waiver by either party of any term or condition of this Agreement, whether by conduct or otherwise, in any one or more instance, shall be deemed a continuing waiver of any such term or condition, or a waiver of any other term or condition of this Agreement. Headings set forth in this Agreement are solely for the convenience of the parties and have no legal effect. If any provision of this Agreement shall be found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof. This Agreement shall be (i) binding

upon, and will inure to the benefit of, the parties and their permitted respective successors and assigns, (ii) construed without presumption of any rule requiring construction to be made against the party causing it to be drafted and (iii) executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

17. **TAX WITHHOLDING.** The Company or other payor is authorized to withhold from any benefit provided or payment due hereunder, the amount of withholding taxes due any federal, state or local authority in respect of such benefit or payment and to take such other action as may be necessary in the opinion of the Board to satisfy all obligations for the payment of such withholding taxes. The Executive will be solely responsible for all taxes assessed against him with respect to the compensation and benefits described in this Agreement, other than typical employer-paid taxes such as FICA, and the Company makes no representations as to the tax treatment of such compensation and benefits.
18. **SECTION 409A COMPLIANCE.** All payments under this Agreement are intended to comply with or be exempt from the requirements of Section 409A of the Code and regulations promulgated thereunder ("**Section 409A**"). As used in this Agreement, the "**Code**" means the Internal Revenue Code of 1986, as amended. To the extent permitted under applicable regulations and/or other guidance of general applicability issued pursuant to Section 409A, the Company reserves the right to modify this Agreement to conform with any or all relevant provisions regarding compensation and/or benefits so that such compensation and benefits are exempt from the provisions of 409A and/or otherwise comply with such provisions so as to avoid the tax consequences set forth in Section 409A and to assure that no payment or benefit shall be subject to an "additional tax" under Section 409A. To the extent that any provision in this Agreement is ambiguous as to its compliance with Section 409A, or to the extent any provision in this Agreement must be modified to comply with Section 409A, such provision shall be read in such a manner so that no payment due to the Executive shall be subject to an "additional tax" within the meaning of Section 409A(a)(1)(B) of the Code. If necessary to comply with the restriction in Section 409A(a)(2)(B) of the Code concerning payments to "specified employees," any payment on account of the Executive's separation from service that would otherwise be due hereunder within six (6) months after such separation shall be delayed until the first business day of the seventh month following the date of termination of employment and the first such payment shall include the cumulative amount of any payments (without interest) that would have been paid prior to such date if not for such restriction. Each payment in a series of payments hereunder shall be deemed to be a separate payment for purposes of Section 409A. In no event may the Executive, directly or indirectly, designate the calendar year of payment. All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the Executive's lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement is not subject to liquidation or exchange for another benefit. Notwithstanding anything contained herein to the contrary, the Executive shall not be considered to have terminated employment with the Company for purposes of Sections 8.1 and 11.4 unless the Executive would be considered to have incurred a "termination of employment" from the Company within the meaning of Treasury Regulation §1.409A-1(h)(1)(ii). In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Executive by Section 409A or damages for failing to comply with Section 409A.
19. **280G MODIFIED CUTBACK.**
- (a) If any payment, benefit or distribution of any type to or for the benefit of the Executive, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to the terms of this Agreement or otherwise (collectively, the "**Parachute Payments**") would subject the Executive to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**"), the Parachute Payments shall be reduced so that the maximum amount of the Parachute Payments (after reduction) shall be one dollar (\$1.00) less than the amount which would cause the Parachute Payments to be subject to the Excise Tax; provided that the Parachute Payments shall only be reduced to the extent the after-tax value of amounts

received by the Executive after application of the above reduction would exceed the after-tax value of the amounts received without application of such reduction. For this purpose, the after-tax value of an amount shall be determined taking into account all federal, state, and local income, employment and excise taxes applicable to such amount. Unless the Executive shall have given prior written notice to the Company to effectuate a reduction in the Parachute Payments if such a reduction is required, which notice shall be consistent with the requirements of Section 409A to avoid the imputation of any tax, penalty or interest thereunder, then the Company shall reduce or eliminate the Parachute Payments by first reducing or eliminating accelerated vesting of stock options or similar awards, then reducing or eliminating any cash payments (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any other remaining Parachute Payments; provided, that no such reduction or elimination shall apply to any non-qualified deferred compensation amounts (within the meaning of Section 409A) to the extent such reduction or elimination would accelerate or defer the timing of such payment in a manner that does not comply with Section 409A.

- (b) An initial determination as to whether (x) any of the Parachute Payments received by the Executive in connection with the occurrence of a change in the ownership or control of the Company or in the ownership of a substantial portion of the assets of the Company shall be subject to the Excise Tax, and (y) the amount of any reduction, if any, that may be required pursuant to the previous paragraph, shall be made by an independent accounting firm selected by the Company (the “Accounting Firm”) prior to the consummation of such change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company. The Executive shall be furnished with notice of all determinations made as to the Excise Tax payable with respect to the Executive’s Parachute Payments, together with the related calculations of the Accounting Firm, promptly after such determinations and calculations have been received by the Company.
- (c) For purposes of this Section 19, (i) no portion of the Parachute Payments the receipt or enjoyment of which the Executive shall have effectively waived in writing prior to the date of payment of the Parachute Payments shall be taken into account; (ii) no portion of the Parachute Payments shall be taken into account which in the opinion of the Accounting Firm does not constitute a “parachute payment” within the meaning of Section 280G(b)(2) of the Code; (iii) the Parachute Payments shall be reduced only to the extent necessary so that the Parachute Payments (other than those referred to in the immediately preceding clause (i) or (ii)) in their entirety constitute reasonable compensation for services actually rendered within the meaning of Section 280G(b)(4) of the Code or are otherwise not subject to disallowance as deductions, in the opinion of the auditor or tax counsel referred to in such clause (ii); and (iv) the value of any non-cash benefit or any deferred payment or benefit included in the Parachute Payments shall be determined by the Company’s independent auditors based on Sections 280G and 4999 of the Code and the regulations for applying those sections of the Code, or on substantial authority within the meaning of Section 6662 of the Code.

IN WITNESS WHEREOF, the undersigned have executed this Agreement. This Agreement may be executed in counterparts (including via facsimile and electronic image scan (pdf) or DocuSign), and each such counterpart shall be an original and all shall together constitute but one and the same Agreement.

CORBUS PHARMACEUTICALS HOLDINGS, INC.

By: /s/ Yuval Cohen

Name: Yuval Cohen, Ph.D.
Title: Chief Executive Officer
Dated: 5/21/26

By: /s/ Nishant Saxena
Nishant Saxena
Dated: 5/21/26
Address: [*****]

Corbus Pharmaceuticals Announces the Appointment of Nishant Saxena as Chief Business Officer and Schedules a Pre-2026 ASCO CRB-701 Data Conference Call

NORWOOD, Mass., May 21, 2026 -- Corbus Pharmaceuticals Holdings, Inc. (Nasdaq: CRBP), a clinical-stage company focused on developing promising new therapies in oncology and obesity, today announced that the Company's management team will host a conference call and webcast on Tuesday, May 26 at 8:00 a.m. EDT to discuss updated data for its Phase 1/2 study of CRB-701, a next-generation Nectin-4 antibody drug candidate (ADC), in both head and neck squamous cell carcinoma (HNSCC) as well as cervical cancer. The data, which will be presented at the upcoming 2026 American Society of Clinical Oncology (ASCO) Annual Meeting, represent an April 1, 2026 data cut, and will include clinical response durability data as well as HNSCC patient subgroup analysis.

Corbus also announced today the appointment of former Evercore Managing Director Nishant Saxena as the Company's first Chief Business Officer, as it advances toward two key anticipated pipeline milestones this summer: the initiation of a registrational study of CRB-701 in second-line HNSCC and the completion of the CANYON-1 Phase 1b dose-ranging, 16-week study (n=240) for CRB-913, a highly peripherally restricted oral CB1 inverse agonist.

"Nishant is an accomplished industry executive with deep expertise across mergers and acquisitions, licensing, partnerships, and capital markets," said Yuval Cohen, Ph.D., CEO of Corbus. "His proven track record of unlocking and delivering value coincides with our transition from an early clinical-stage company to one entering registrational-stage clinical development. We are excited and grateful that he has chosen to join the Corbus team."

Mr. Saxena commented, "The emerging clinical data for CRB-701 in oncology and CRB-913 in obesity are very encouraging, and the Corbus team has done an incredible job advancing these two assets toward important milestones this year," said Mr. Saxena. "I am excited by the clinical and commercial potential for both of these assets, and I look forward to working with Yuval and the rest of the leadership team to advance this portfolio toward its full value and impact."

Nishant Saxena Biographical Details

Mr. Saxena has over 20 years of experience in finance, strategy, capital markets, mergers and acquisitions, and corporate development. Most recently, he was Chief Financial Officer at Jeune Aesthetics, Inc., a wholly owned subsidiary of Krystal Biotech, Inc. (NASDAQ: KRYS). Previously, Mr. Saxena spent over 15 years at Evercore, most recently as a Managing Director in the healthcare group, where he advised on transactions totaling over \$500 billion in aggregate value. Mr. Saxena led numerous client engagements and advised on mergers and acquisitions, private placements, initial public offerings, follow-on offerings, partnerships, and structured financing. Earlier in his career, Mr. Saxena held positions of increasing responsibility in private equity, venture capital, and investment advisory firms. Mr. Saxena received a B.S. in Economics and an MBA from the Wharton School at the University of Pennsylvania.

Pre-2026 ASCO Conference Call & Webcast Registration Details

Date: Tuesday, May 26, 2026
Time: 8:00 a.m. EDT
Investors Dial 1-877-704-4453
Int'l Investors Dial 1-201-389-0920
Conference ID 13760531
Webcast: [Click here \(https://viaid.webcasts.com/starthere.jsp?ei=1762900&tp_key=67cfa9c1bb\)](https://viaid.webcasts.com/starthere.jsp?ei=1762900&tp_key=67cfa9c1bb)
CallMe™: [Click here](#)

A replay will be available on the Corbus website.

CRB-701 2026 ASCO Data Presentation Details

The oral presentation titled, *“A phase 1/2 study of the next-generation Nectin-4-targeting antibody–drug conjugate CRB-701 (SYS6002) in patients with recurrent or metastatic cervical cancer,”* will be presented by Professor Yohann Loriot, Gustave Roussy (Paris) on Friday, May 29 at 4:57 p.m. CDT (Abstract #5508).

The poster presentation titled, *“A phase 1/2 study of the next-generation Nectin-4-targeting antibody–drug conjugate CRB-701 (SYS6002) in patients with recurrent or metastatic head and neck squamous cell carcinoma,”* will be presented by Charlene Mantia, M.D., Dana-Farber Cancer Institute (Boston) on Saturday, May 30 at 4:30 p.m. CDT (Abstract #6062/Poster #519).

2026 ASCO HNSCC KOL Event Details

Corbus will host an in-person and virtual KOL event during the 2026 ASCO to discuss the updated data from the Phase 1/2 clinical study of CRB-701 in 75 participants with HNSCC.

Date: Monday, June 1, 2026
Time: 6:30 a.m. CDT
Location: Marriott Marquis Chicago
Participants: Corbus Management Team, joined by leading HNSCC Experts:
Ari Rosenberg, M.D., University of Chicago
Glenn Hanna, M.D., Dana-Farber Cancer Institute
Cesar Augusto Perez Batista, M.D., Sarah Cannon Research Institute

A live question-and-answer session will follow the formal presentation. To register for the KOL event, [click here \(https://lifescievents.com/event/rk0t83lp/\)](https://lifescievents.com/event/rk0t83lp/). A replay of the event will also be available on the Corbus website.

About Corbus

Corbus Pharmaceuticals Holdings, Inc. is a clinical-stage company focused on developing promising new therapies in oncology and obesity and is committed to helping people defeat serious illness by bringing innovative scientific approaches to well-understood biological pathways. Corbus' pipeline includes CRB-701, a next-generation antibody drug conjugate for the treatment of Nectin-4-expressing tumors, and CRB-913, an orally delivered highly peripherally restricted CB1 inverse agonist for the treatment of obesity. Corbus is headquartered in Norwood, Massachusetts. For more information on Corbus, visit corbuspharma.com. Connect with us on X, LinkedIn and Facebook.

Forward-Looking Statements

This press release contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 and Private Securities Litigation Reform Act of 1995, as amended, including those relating to the Company's trial results, product development, clinical and regulatory timelines, including timing for completion of trials and presentation of data, anticipated timing for initiation of clinical trials, anticipated regulatory interactions and outcomes, market opportunity, competitive position, possible or assumed future results of operations, business strategies, potential growth opportunities, sufficiency of cash runway and other statements that are predictive in nature. These forward-looking statements are based on current expectations, estimates, forecasts and projections about the industry and markets in which we operate and management's current beliefs and assumptions.

These statements may be identified by the use of forward-looking expressions, including, but not limited to, "expect," "anticipate," "intend," "plan," "believe," "estimate," "potential," "predict," "project," "should," "would" and similar expressions and the negatives of those terms. These statements relate to future events or our financial performance and involve known and unknown risks, uncertainties, and other factors on our operations, clinical development plans and timelines, which may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Such factors include those set forth in the Company's filings with the Securities and Exchange Commission including those described in our Annual Report on Form 10-K for the year ended December 31, 2025. Prospective investors are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date of this press release. The Company undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law.

All product names, logos, brands and company names are trademarks or registered trademarks of their respective owners. Their use does not imply affiliation or endorsement by these companies.

INVESTOR CONTACTS:

Sean Moran
Chief Financial Officer

Corbus Pharmaceuticals
smoran@corbuspharma.com

Dan Ferry
Managing Director
LifeSci Advisors, LLC
daniel@lifesciadvisors.com

MEDIA CONTACT:

Liz Melone
Founder & Principal
Melone Communications, LLC
liz@melonecomm.com
