

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **September 10, 2019**

Salaris Pharmaceuticals, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-36812
(Commission File Number)

46-5087339
(IRS Employer Identification No.)

2450 Holcombe Blvd.
Suite J-608
Houston, TX
(Address of principal executive offices)

77021
(Zip Code)

(346) 772-0346
(Registrant's telephone number, including area code)
N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations 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:

<u>Title of each class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.0001 par value	SLRX	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 x

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. x

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

Appointment of Chief Financial Officer

On September 13, 2019, Salarius Pharmaceuticals, Inc. (the “Company”) announced the appointment of Mark J. Rosenblum as Executive Vice President Finance and Interim Chief Financial Officer of the Company, effective as of September 10, 2019. Mr. Rosenblum will also serve as the Company’s principal financial officer. Upon Mr. Rosenblum’s appointment, the Company’s Chief Financial Officer, Scott Jordan, fully transitioned to the role of Chief Business Officer.

Mr. Rosenblum, age 66, served as a financial consultant to Salarius Pharmaceuticals, LLC (“Private Salarius”) since February 2019, to assist in Private Salarius’ merger with a wholly owned subsidiary of Flex Pharma, Inc. Prior to joining Private Salarius, Mr. Rosenblum served as Chairman, Chief Executive Officer and a director of ActiveCare, Inc. (Nasdaq: ACAR), a healthcare company, from December 2017 to March 2019. Mr. Rosenblum worked as a financial consultant for various companies from 2014 to 2017. Prior to that, Mr. Rosenblum served as the Chief Financial Officer of Advaxis, Inc. (Nasdaq: ADXS), a biotechnology company, from January 2010 to April 2014. From 1985 through 2003, Mr. Rosenblum was employed by Wellman, Inc., a global public chemical manufacturer, which was subsequently acquired by DAK Americas, serving in various capacities including Chief Accounting Officer. Mr. Rosenblum holds both a Masters in Accountancy and a B.S. degree in Accounting from the University of South Carolina. Mr. Rosenblum began his career in 1977 with Haskins & Sells, CPA (currently known as Deloitte), was a licensed Certified Public Accountant for over 30 years, and is currently a member of the American Institute of Certified Public Accountants.

Under the terms of Mr. Rosenblum’s consulting agreement, which has been terminated in connection with his employment with the Company, Mr. Rosenblum received \$28,000 a month for his consulting services, as well as reimbursement for reasonable out-of-pocket expenses.

In connection with Mr. Rosenblum’s appointment as Executive Vice President Finance and Interim Chief Financial Officer, the Company and Mr. Rosenblum entered into an offer letter dated September 11, 2019 (the “Offer Letter”), pursuant to which Mr. Rosenblum will be entitled to receive an initial annual base salary of \$265,000. Mr. Rosenblum is also entitled to receive a bonus of a minimum of \$19,300 to be paid no later than March 1, 2020, which is contingent on his continued employment with the Company through December 31, 2019, and a minimum of \$14,500 to be paid no later than May 1, 2020, which is contingent on his continued employment through March 31, 2020. In addition, Mr. Rosenblum may receive additional bonuses if the Company implements a bonus program.

Mr. Rosenblum has no family relationships with any of the Company’s directors or executive officers, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K other than as described above.

The foregoing summary of the Offer Letter is qualified in its entirety by reference to the Offer Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Amendments to Executive Employment Agreements

On September 10, 2019, the Company entered into an amendment to Private Salarius’ employment agreement with Scott Jordan, the Company’s Chief Financial Officer, pursuant to which (i) Private Salarius assigned to the Company, effective as of July 19, 2019, all of its rights and obligations under the Second Amended and Restated Executive Employment Agreement, dated as of February 6, 2019, by and between Private Salarius and Mr. Jordan and (ii) the Company appointed Mr. Jordan to the new role of Chief Business Officer, effective as of September 10, 2019.

On September 10, 2019, the Company also entered into an amendment to Private Salarius’ employment agreement with David J. Arthur, the Company’s Chief Executive Officer, pursuant to which Private Salarius assigned to the Company, effective as of July 19, 2019, all of its rights and obligations under the Amended and Restated Executive Employment Agreement, dated as of February 5, 2019, by and between Private Salarius and Mr. Arthur.

The foregoing summary of amendments to executive employments agreements are qualified in its entirety by reference to the amendments, copies of which are attached hereto as Exhibits 10.3 and 10.5 and incorporated herein by reference.

Compensatory Arrangements of Executive Officers

On September 10, 2019, the Compensation Committee of the Company’s Board of Directors granted options to purchase common stock to executive officers of the Company. Each such option has an exercise price of \$8.00 per share, the closing price of the

Company's common stock on the Nasdaq Capital Market on the date of grant, and vests over a 4-year period, subject to continued service, with 25% of each option award vesting on September 30, 2020, and the remaining 75% of each option award vesting on the last day of each calendar quarter thereafter over the following three years. Such option grants are set forth below:

Name, Title	Shares Subject to Option
David J. Arthur, Chief Executive Officer	30,000
Scott Jordan, Chief Business Officer	10,000
Mark J. Rosenblum, Executive Vice President Finance and Interim Chief Financial Officer	19,008

Item 8.01 Other Events

On September 13, 2019, the Company issued a press release announcing Mr. Jordan's appointment as Chief Business Officer and Mr. Rosenblum's appointment as Executive Vice President Finance and Interim Chief Financial Officer. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Offer of Employment with Salaris Pharmaceuticals, Inc. dated as of September 10, 2019, by and between Salaris Pharmaceuticals, Inc. and Mark Rosenblum.
10.2	Second Amended and Restated Executive Employment Agreement, dated February 6, 2019, between Scott Jordan and Salaris Pharmaceuticals, LLC (incorporated by reference to Exhibit 10.6 to the Registrant's Registration Statement on Form S-4 filed with the SEC on February 14, 2019).
10.3	Amendment to Second Amended and Restated Executive Employment Agreement dated as of September 10, 2019, by and among Salaris Pharmaceuticals, Inc., Salaris Pharmaceuticals, LLC, and Scott Jordan.
10.4	Amended and Restated Executive Employment Agreement, dated February 5, 2019, between David J. Arthur and Salaris Pharmaceuticals, LLC (incorporated by reference to Exhibit 10.5 to the Registrant's Registration Statement on Form S-4 filed with the SEC on February 14, 2019).
10.5	Amendment to Amended and Restated Executive Employment Agreement dated as of September 10, 2019, by and among Salaris Pharmaceuticals, Inc., Salaris Pharmaceuticals, LLC, and David J. Arthur.
99.1	Press Release dated September 13, 2019.

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.

Dated: September 16, 2019

Salarius Pharmaceuticals, Inc.

By:

/s/ David J. Arthur

David J. Arthur
President and Chief Executive Officer



August 26, 2019

Mark Rosenblum, CPA

Offer of Employment with Salarius Pharmaceuticals

Dear Mark,

Congratulations! Salarius Pharmaceuticals Inc. (or "the Company" or "our Company") is pleased to extend you this opportunity to work for our Company as Executive Vice President Finance and Interim Chief Financial Officer reporting to David J. Arthur, Chief Executive Officer. This letter sets forth the information, compensation and benefits that are being offered to you at this time. This is a full-time position and we generally expect your work schedule to be normal business hours (i.e., scheduled during Monday through Friday generally 8:00 am -5:00 pm). This position involves 10%-20% travel and will involve work periods that exceed a normal Monday through Friday work schedule.

During the period from September 10th 2019 to March 31st 2020, Salarius will reimburse and/or pay for reasonable travel and temporary living expenses as needed for you to work in our Houston Texas office.

Should you determine that you are interested in this position and would like to commence your full-time employment with our Company, we would like you to start on September 10th, 2019 in our Houston, Texas office.

You will be employed as an exempt at-will employee, receiving an annual salary of \$265,000.00 to be paid twice per month (generally on the 15th and 30th) installments by direct deposit. In addition, you will be eligible for any employee equity and or bonus programs established in 2019 and beyond. You will also receive a minimum of a \$19,300 2019 Bonus payable no later than March 1, 2020. Should the Company implement a bonus program for the calendar year 2019, you will receive a \$19,300 in addition to the Company bonus payment. The \$19,300 bonus is contingent on your continued employment with Salarius through December 31st, 2019. Should your employment end prior to December 31st 2019 at the decision of Salarius, you are still eligible to receive the \$19,300 bonus.

You will also receive a minimum of a \$14,500 Q1 2020 Bonus payable no later than May 1, 2020. Should the Company implement a bonus program for the calendar year 2020, you will receive a \$14,500 in addition to the Company bonus payment. The \$14,500 bonus is contingent on your continued employment with Salarius through March 31st, 2020. Should your employment end prior to March 31st 2020 at the decision of Salarius, you are still eligible to receive the \$14,500 bonus.



As a regular full-time employee of the Company scheduled to work full-time, you will be eligible to participate in all normal and customary Company benefits including the Company's health insurance (medical and pharmacy), dental insurance, vision insurance and 401(k) plans plus paid-time off subject to the specific eligibility requirements and other criteria as set forth in the individual plan documents. You will be able to work remotely as determined in conjunction with the CEO. You will receive 20 days per year in paid time off which is in addition to any company holidays. Please be aware that all Company benefits are subject to modification or elimination at the Company's discretion, but in no event will you be treated differently than other senior executives at the Company. .

While we hope that both you and the Company will find our professional relationship to be mutually beneficial, your position remains at-will at all times, meaning that both you and the Company will have the right to terminate your employment at any time, for any reason or for no reason at all, with or without cause or notice. Nothing in this letter is intended to create a contract of employment for any specified period of time.

Your employment with the Company will be governed by the Company's employment policies as established by the Company from time to time. You will be expected to read, understand and apply the policies related to your job. In addition, this offer is contingent upon a successful background check and your agreement to enter into various agreements covering confidentiality, assignment of intellectual property, non-compete, conflict of interest and other applicable agreements as provided by the Company.

We are very excited and I am very excited about the possibility of your employment with Salarius. Please sign the bottom of the copy of this letter indicating that you have received this letter and accept the position, and then return the signed letter to me. This opportunity and all terms of employment stated in this letter will expire if you have not returned a signed copy of this letter to me on or prior to end of business, Friday August 30th, 2019.

Please review this letter carefully. If you should have any questions regarding this letter or your potential employment with the Company, please do not hesitate to call me.

Sincerely,

/s/ David J. Arthur

David J. Arthur
Chief Executive Officer
Salarius Pharmaceuticals, Inc.

See signature page below



By signing and dating this letter below, I, Mark Rosenblum, indicate that I have received and read this letter and accept the offer of employment for the Company as set forth, above.

Print Name: Mark Rosenblum

Signature: /s/ Mark Rosenblum

Date: 9/11/2019

**AMENDMENT TO SECOND AMENDED AND RESTATED EXECUTIVE
EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO THE SECOND AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this “**Amendment**”) is entered into effective as of September 10th, 2019 (the “**Effective Date**”), by and among Salarius Pharmaceuticals, LLC, a Delaware limited liability company (the “**Private Salarius**”), Salarius Pharmaceuticals, Inc. (f/k/a Flex Pharma, Inc.), a Delaware corporation (the “**Company**”), and Scott Jordan (the “**Executive**”), an individual residing at the address set forth on the signature page below.

RECITALS

WHEREAS, Private Salarius and the Executive previously entered into a Second Amended and Restated Executive Employment Agreement on February 6, 2019 and effective as of December 15, 2018 (the “**Second Amended and Restated Agreement**”);

WHEREAS, Section 13 of the Second Amended and Restated Agreement provides that the Second Amended and Restated Agreement shall be binding on and inure to the benefit of Private Salarius and its successors and assigns, and Private Salarius desires to assign the Second Amended and Restated Agreement to the Company;

WHEREAS, Section 16 of the Second Amended and Restated Agreement permits the parties to amend or modify its terms by a mutually executed writing; and

WHEREAS, the parties desire to amend the Second Amended and Restated Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Effective as of the Effective Date, Section 1 of the Second Amended and Restated Agreement is amended by replacing the words “Chief Financial Officer” with the words “Chief Business Officer.”

2. Effective as of the Effective Date, Section 2 of the Second Amended and Restated Agreement is amended and restated in its entirety as follows:

“**Duties.** The Executive shall faithfully perform all duties of the Company related to the position or positions held by the Executive, including, but not limited to, strategic planning, management of investments (, investors and foundations), preparation of business and marketing plans, raising funds, operational oversight of consultants and employees, and such other duties as are typical of the Chief Business Officer of a similarly situated company and such other duties as are prescribed from time to time by the Chief Executive Officer of the Company. Specifically, the Executive’s duties for the Company shall include the following:

(a) working as a representative of Company on one or more steering committees which may be established in connection with development alliances with third parties to

assist the steering committees to perform their duties under applicable development agreements;

- (b) Oversee strategic and business development initiatives, public relations, communications and contribute to capital markets activities; and
- (c) identifying individuals who might be suitable to provide services for Company as an employee, consultant or collaborator.

The Executive shall be a full-time and an exempt at-will employee and will devote approximately 40 hours of services per week, with the understanding that Executive will work such hours as are necessary to accomplish the specified goals and objectives, in furtherance of the Company's best interests. The Executive shall comply with all Company policies, standards, rules and regulations (the "**Company Policies**") and all applicable government laws, rules and regulations that are now or hereafter in effect. The Executive acknowledges receipt of copies of all written Company Policies that are in effect as of the date of this Agreement."

3. Effective as of July 19, 2019, (a) Private Salarius assigns its rights and obligations under the Second Amended and Restated Agreement to the Company, and the Company accepts such assignment and (b) each reference to the "Company" in the Second Amended and Restated Agreement shall refer to the Company.

4. Except to the extent amended hereby, the Second Amended and Restated Agreement, and all of its terms and provisions, are hereby ratified and confirmed in all respects, and shall remain in full force and effect.

5. This Amendment may be executed in any number of counterparts, by facsimile if necessary, each of which shall be an original, but all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the Effective Date.

PRIVATE SALARIUS:

SALARIUS PHARMACEUTICALS, LLC

By: /s/ David J. Arthur
David J. Arthur
Chief Executive Officer

COMPANY:

SALARIUS PHARMACEUTICALS, INC.

By: /s/ David J. Arthur
David J. Arthur
Chief Executive Officer

Company Address:

2450 Holcombe Blvd. East
Suite J-608
Houston, Texas 77021

EXECUTIVE:

 /s/ Scott Jordan
Scott Jordan

Address:

**AMENDMENT TO AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO THE AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT (this “**Amendment**”) is entered into effective as of September 10th, 2019 (the “**Effective Date**”), by and among Salaris Pharmaceuticals, LLC, a Delaware limited liability company (the “**Private Salaris**”), Salaris Pharmaceuticals, Inc. (f/k/a Flex Pharma, Inc.), a Delaware corporation (the “**Company**”), and David J. Arthur (the “**Executive**”), an individual residing at the address set forth on the signature page below.

RECITALS

WHEREAS, Private Salaris and the Executive previously entered into an Amended and Restated Executive Employment Agreement on February 5, 2019 and effective as of December 15, 2018 (the “**Amended and Restated Agreement**”);

WHEREAS, Section 14 of the Amended and Restated Agreement provides that the Amended and Restated Agreement shall be binding on and inure to the benefit of Private Salaris and its successors and assigns, and Private Salaris desires to assign the Amended and Restated Agreement to the Company;

WHEREAS, Section 17 of the Amended and Restated Agreement permits the parties to amend or modify its terms by a mutually executed writing; and

WHEREAS, the parties desire to amend the Amended and Restated Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Effective as of July 19, 2019, (a) Private Salaris assigns its rights and obligations under the Amended and Restated Agreement to the Company, and the Company accepts such assignment and (b) each reference to the “Company” in the Amended and Restated Agreement shall refer to the Company.
2. Except to the extent amended hereby, the Amended and Restated Agreement, and all of its terms and provisions, are hereby ratified and confirmed in all respects, and shall remain in full force and effect.
3. This Amendment may be executed in any number of counterparts, by facsimile if necessary, each of which shall be an original, but all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the Effective Date.

PRIVATE SALARIUS:

SALARIUS PHARMACEUTICALS, LLC

By: /s/ David J. Arthur
David J. Arthur
Chief Executive Officer

COMPANY:

SALARIUS PHARMACEUTICALS, INC.

By: /s/ David J. Arthur
David J. Arthur
Chief Executive Officer

Company Address:

2450 Holcombe Blvd. East
Suite J-608
Houston, Texas 77021

EXECUTIVE:

 /s/ David J. Arthur
David J. Arthur

Address:



Salarius Pharmaceuticals Announces Senior Leadership Changes

Scott Jordan Appointed Chief Business Officer; Mark Rosenblum, Appointed Interim Chief Financial Officer

Houston, TX – September 13, 2019 – [Salarius Pharmaceuticals, Inc.](#) (Nasdaq: SLRX), a clinical-stage oncology company targeting the epigenetic causes of cancer, today announced the appointment of Scott Jordan to the new role of Chief Business Officer and the appointment of Mark Rosenblum to the position of Executive Vice President Finance and Interim Chief Financial Officer. These changes are intended to enhance Salarius' focus on financial operations and strategic value creation while its lead clinical programs in Ewing sarcoma and advanced solid tumors continue to advance toward potential data milestones in 2020. Epigenetics refers to the regulatory system that affects gene expression and can cause cancer. Drugs that are able to safely modify the activity of these epigenetic regulators may correct the gene changes that are driving the disease.

Mr. Jordan first joined the company as Chief Financial Officer in 2016. In his new role as Chief Business officer, Mr. Jordan will lead Salarius' strategic and business development initiatives, public relations, communications and capital markets activities. Prior to joining Salarius, Mr. Jordan served as Chief Financial Officer of Beta Cat Pharmaceuticals, Inc. and Chief Investment Officer of Stingray Therapeutics. Mr. Jordan has also served as co-founder and advisor at Healthios Xchange and served as Vice President of Healthios Capital Markets, LLC. Mr. Jordan earned a B.A. in Marketing from Michigan State University and an M.B.A. from Kellstadt Graduate School of Management (DePaul).

As the company's Interim Chief Financial Officer, Mr. Rosenblum is responsible for the company's financial and operating activities. Mr. Rosenblum first joined Salarius as a financial consultant to assist in the recent merger of Flex Pharma, Inc. and Salarius Pharmaceuticals, LLC. Prior to joining the company, Mr. Rosenblum served as Chairman and Chief Executive Office of ActiveCare, Inc., a publicly traded healthcare company, and has served in the role of Chief Financial Officer for several publicly traded companies. Mr. Rosenblum holds both a Masters in Accountancy and a B.S. degree in Accounting from the University of South Carolina. Mr. Rosenblum is a member of the American Institute of Certified Public Accountants and was a licensed Certified Public Accountant for over 30 years.

David Arthur, President and CEO of Salarius, stated, "We are excited to have Scott and Mark assume these key executive roles, which I believe reflects our growth as an emerging biotechnology company and supports our trajectory as we seek to realize the strategic and commercial potential of our Seclidemstat programs and expand our pipeline."

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About Salarius Pharmaceuticals

Salarius Pharmaceuticals, Inc. is a clinical-stage oncology company targeting the epigenetic causes of cancers and is developing treatments for patients that need them the most. Epigenetics refers to the regulatory system that affects gene expression. In some cancers, epigenetic regulators often become dysregulated and incorrectly turn genes "on" or "off" leading to cancer progression. Drugs that are able to safely modify the activity of these epigenetic regulators may correct the gene changes that are driving the disease. The company's lead candidate, Seclidemstat, is currently in clinical development for treating Ewing sarcoma, for which it has Orphan Drug designation and Rare Pediatric Disease Designation by the U.S. Food and Drug Administration. Salarius believes that Seclidemstat is one of only two reversible inhibitors of the epigenetic modulator LSD1 currently in human trials, and that it could have potential for improved safety and efficacy compared to other LSD1-targeted therapies. Salarius is also developing Seclidemstat for a number of cancers with high unmet medical need, with a second Phase 1 clinical study in advanced solid tumors, including prostate, breast and ovarian cancers. Salarius receives financial support from the National Pediatric Cancer Foundation to advance the Ewing sarcoma clinical program and is also the recipient of an \$18.7 million Product Development Award from the Cancer Prevention and Research Institute of Texas (CPRIT). For more information, please visit salariuspharma.com.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, included in this press release are forward-looking statements. Examples of such statements include, but are not limited to, statements relating to: the potential for Seclidemstat to target the epigenetic causes of cancers including prostate, breast, and ovarian cancers; expected timing and results of clinical studies; Salarius' development trajectory; the nature, strategy and focus of the company; the development and strategic and commercial potential of any product candidates of the company; and plans to expand the company's pipeline. Salarius may not actually achieve the plans, carry out the intentions or meet the expectations or objectives disclosed in the forward-looking statements. You should not place undue reliance on these forward-looking statements. These statements are subject to risks and uncertainties which could cause actual results and performance to differ materially from those discussed in the forward-looking statements. These risks and uncertainties include, but are not limited to, the following: the ability of the company to raise additional capital to meet the company's business operational needs and to achieve its business objectives and strategy; the company's ability to project future capital needs and cash utilization; future clinical trial results; that the results of studies and clinical trials may not be predictive of future clinical trial results; the applicability of clinical results and the company's ability to develop and commercialize new products; the sufficiency of Salarius' intellectual property protection; risks related to the drug development and the regulatory approval process; the impact of new legislation or regulations, or of judicial decisions, on the company's business; and the competitive landscape and other industry-related risks. Salarius disclaims any intent or obligation to update these forward-



looking statements to reflect events or circumstances that exist after the date on which they were made.

Contacts

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