

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): November 30, 2020

NeuBase Therapeutics, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35963
(Commission
File Number)

46-5622433
(I.R.S. Employer
Identification No.)

700 Technology Drive, Pittsburgh, PA
(Address of Principal Executive Offices)

15219
(Zip Code)

(646) 450-1790
(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 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	NBSE	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 (17 CFR § 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR § 240.12b-2).

Emerging growth company

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

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

On November 30, 2020, NeuBase Therapeutics, Inc. (the "Company") appointed Dr. Curt Bradshaw, Ph.D., 55, as the Company's Chief Scientific Officer, effective December 1, 2020. There are no reportable family relationships or related party transactions (as defined in Item 404(a) of Regulation S-K) involving the Company and Dr. Bradshaw. Dr. Bradshaw will report to Dr. Dietrich Stephan, the Company's President and Chief Executive Officer, and he will work from and assist in establishing a new office and laboratory of the Company in San Diego, California.

Prior to joining the Company, Dr. Bradshaw served as Chief Scientific Officer of Arrowhead Pharmaceuticals, Inc. (Nasdaq: ARWR), a biotechnology company focused on treating intractable diseases by using RNA interference to silence genes that cause such diseases, from November 2019 to November 2020. From November 2018 to November 2019, Dr. Bradshaw was President, Chief Scientific Officer and a member of the board of directors of Tollnine, a company he co-founded to develop novel antibody conjugates for immuno-oncology. From 2012 to 2018, he was Chief Scientific Officer and a member of the board of directors of Solstice Biologics, where he managed and oversaw all company operations and research exploring novel siRNA technologies for the development of human therapeutics. Before Solstice, Dr. Bradshaw was Vice President of Research and Development and Chief Scientific Officer at Traversa Therapeutics where he had primary R&D oversight and was a key strategic contributor to internal technology development, business strategy, and oversaw research alliances with multiple major pharmaceutical collaborators. Prior to Traversa, he spent seven years at CovX Research, a cornerstone of the Pfizer, Inc. Bioinnovation and Biotherapeutics Center, where he was a member of the research, development and corporate teams providing strategic and tactical support for research and development programs, co-developing the research pipeline and feeding the clinical portfolio. He also oversaw chemistry efforts ranging from basic research through active pharmaceutical ingredient manufacturing. Prior to CovX, he spent four years at Ligand Pharmaceuticals and was responsible for the chemical development of clinical-phase active pharmaceutical ingredients. Dr. Bradshaw started his career at Abbott Laboratories, where he spent six years as a Research Chemist, Senior Research Chemist and Project Leader. He received a Ph.D. in Organic Chemistry from Texas A&M University.

On November 30, 2020, the Company entered into an offer letter with Dr. Bradshaw (the "Offer Letter"). Pursuant to the Offer Letter, Dr. Bradshaw's annual salary will be \$400,000, and he will be eligible for an annual performance bonus with a target of 40% of his base salary. He will also be paid a one-time signing bonus in the amount of \$150,000, subject to repayment for resignation for good reason or termination for cause within six months of joining the Company. Dr. Bradshaw's employment will be on an "at will" basis. Additionally, the Company granted Dr. Bradshaw an option to purchase 250,000 shares of the Company's common stock (the "Option") under the Company's 2019 Stock Incentive Plan (the "2019 Plan"). Subject to Dr. Bradshaw's continued employment with the Company, 1/4th of the shares underlying the Option will vest on the first anniversary of Dr. Bradshaw's start date, and 1/36th of the remaining shares underlying the Option will vest at the end of each calendar month thereafter. Dr. Bradshaw also entered into the Company's standard indemnification agreement and standard confidentiality and invention assignment agreement with the Company.

If Dr. Bradshaw is terminated by us without cause or Dr. Bradshaw resigns for good reason (defined generally as a reduction in his salary amongst similarly-situated employees, relocation, or a material diminution in title, duties or responsibilities), in either case, within twelve months following a change in control (as defined in the 2019 Plan), then, subject to execution and delivery of a general release of all claims, his then outstanding, unvested Option, if any, will vest and be exercisable as to all of the covered shares. If Dr. Bradshaw is terminated by us without cause (whether or not in connection with a change in control), we will be obligated to pay Dr. Bradshaw (1) severance pay at a rate equal to 100% of his base salary for a period of twelve months from the date of termination, (2) reimbursement of twelve months of health benefits (COBRA subsidization) in accordance with the Company's standard expense reimbursement procedures and (3) subject to the discretion of our board of directors, a prorated portion of his annual bonus target for the year of termination.

The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Offer Letter, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01. Other Events.

On December 2, 2020, the Company issued a press release announcing the appointment of Dr. Bradshaw as the Company's Chief Scientific Officer. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<u>10.1</u>	<u>Offer Letter of Employment, dated November 30, 2020, by and between NeuBase Therapeutics, Inc. and Curt Bradshaw.</u>
<u>99.1</u>	<u>Press Release, dated December 2, 2020.</u>

SIGNATURE

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.

NEUBASE THERAPEUTICS, INC.
(Registrant)

Date: December 2, 2020

By: /s/ Sam Backenroth
Sam Backenroth
Chief Financial Officer



November 30, 2020

Curt Bradshaw, Ph.D.

Re: Offer Letter of Employment

Dear Dr. Bradshaw:

I am very pleased to confirm our offer to you of full-time employment with NeuBase Therapeutics, Inc. (the **Company**) in the position of Chief Science Officer. Your effective start date will be mutually decided, but our hope is that you are able to join the Company on or before December 1, 2020. You will work out of the Company's location (office and laboratory), which you will assist in establishing, in San Diego, CA. We will mutually define a cadence of interactions with the Pittsburgh, PA-based headquarters that allow seamless operations. The terms of our offer and the benefits currently provided by the Company are as follows:

1. **Salary.** Your starting salary will be \$400,000 per year, less payroll deductions and withholdings, payable in accordance with the Company's standard policies and procedures and will be subject to review from time to time in accordance with the Company's policies. You will be eligible for an annual performance bonus with a target amount equal to 40% of your base salary, provided you remain employed by the Company on the date bonuses are paid.

2. **Benefits.**

a. **Vacation.** You will be eligible to participate in regular health insurance and other employee benefit plans established by the Company for its employees from time to time, subject to the terms and conditions of such plans. The Company reserves the right to change or otherwise modify, in its sole discretion, the preceding terms of employment. You will be eligible for 21 days of paid time off each year. The Company currently has 9 paid holidays each year. Paid time-off may be taken in accordance with applicable Company policies.

b. **Signing Bonus.** You will be provided with a one-time payment of \$150,000 as a signing bonus (the **Signing Bonus**) on January 1, 2021. In the event of the termination of your employment due to your resignation without Good Reason (as defined below) or a termination by the Company for Cause (as defined below), in either case during the 6-month period immediately following the commencement of your employment, you agree to repay the Signing Bonus to the Company in full within 15 days of your resignation or termination, as applicable.

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3. **Equity.** Subject to the approval of Company's Board of Directors (the **Board**), the Company will issue you a stock option to purchase 250,000 shares of Common Stock of Company (the **Award**). The Award shall vest in accordance with the following schedule: 1/4th of the total shares shall vest on the first anniversary of the effective date of your employment, and 1/36th of the remaining shares shall vest on a monthly basis starting on the first anniversary of the effective date of your employment; *provided that* vesting shall only occur on a scheduled vesting date if your employment has not terminated prior to such vesting date, inclusive. The Award shall be issued pursuant to Company's 2019 Stock Incentive Plan (as amended, the **Plan**) and form of award agreement adopted by the Board for use thereunder (collectively, the **Grant Documents**). In the event of the termination of your employment by the Company (or its successor) without Cause or by you due to resignation for Good Reason, in either case within 12 months following a Change in Control (as defined in the Plan), then, subject to your execution and delivery of a general release of all claims, which shall include a non-disparagement provision, in a form to be provided by the Company (**Separation Agreement**), and such Separation Agreement becoming irrevocably effective within 60 days of the termination of your employment, your then outstanding, unvested Award, if any, will vest and be exercisable as to all of the covered shares. You should consult with your own tax advisor concerning the tax risks associated with accepting the Award.

4. **Policies; Confidentiality.** As a Company employee, you will be expected to abide by Company rules, procedures and policies, as adopted or revised from time to time, and acknowledge in writing that you have read the Company's Employee Handbook. As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the period of time that you are an employee of the Company, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will need to sign the Company's standard Employee Confidentiality and Invention Assignment Agreement attached as **Exhibit A** (the **Confidentiality Agreement**) as a condition of your employment. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. During the period of time that you render services to the Company, you agree not to engage in any employment, business, or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. During the period of time that you are an employee of the Company, you will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. You represent that (i) this letter, (ii) the Confidentiality Agreement, (iii) the Grant Documents and (iv) your commencement of employment with the Company, will not violate any agreement currently in place between yourself and current or past employers.

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5. **At Will Employment.** While we look forward to a long and profitable relationship, should you decide to accept our offer, you will be an at-will employee of the Company, which means your employment relationship with the Company can be terminated by either of you or the Company for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective. Further, your participation in any equity or benefit plan or program is not to be regarded as assuring you of continuing employment for any particular period of time. Any modification or change in your at will employment status may only occur by way of a written agreement signed by you and the Chief Executive Officer of the Company. Should your employment be terminated by the Company without Cause, whether or not in connection with a change in control, subject to your execution and delivery of a Separation Agreement and such Separation Agreement becoming irrevocably effective within 60 days following the termination of your employment (such 60 day period, the **Release Period**), you will receive continued payment of salary for 12 months, reimbursement of 12 months of health benefits (COBRA subsidization) in accordance with the Company's standard expense reimbursement procedures, and, subject to the discretion of the Company's Board of Directors, a prorated portion of your annual bonus target as severance paid when bonuses for the fiscal year are paid to other Company employees but not before January 1 or after December 31 of the year following the year in which your employment terminates (such continued base salary, COBRA subsidization, and pro-rated bonus, collectively, the **Severance**). For purposes of this Agreement, **Cause** means: (i) your continued and willful failure to substantially perform the material duties and obligations under this Agreement (for reasons other than death or disability), which failure, if curable within the discretion of the Company, is not cured to the reasonable satisfaction of the Company within thirty (30) days after receipt of written notice from the Company of such failure; (ii) your failure or refusal to comply with the policies, standards and regulations established by the Company from time to time which failure, if curable in the discretion of the Company, is not cured to the reasonable satisfaction of the Company within thirty (30) days after

receipt of written notice of such failure from the Company; (iii) any act of personal dishonesty, fraud, embezzlement, misrepresentation, or other unlawful act committed by you that benefits you at the expense of the Company; (iv) your violation of a federal or state law or regulation applicable to the Company's business; (v) your plea of nolo contendere or guilty to, any misdemeanor involving moral turpitude or any felony under the laws of the United States or any state; (vi) your material breach of the terms of this Agreement or the Confidentiality Agreement; or (vii) your continued failure to take such lawful actions as directed by the Board. For purposes of this Agreement, "**Good Reason**" means (i) a reduction in your base salary other than comparable reductions applied to substantially all similarly situated employees, (ii) the relocation of your principal place of employment by more than fifty (50) miles from the prior location (provided that, for purposes of this provision, your initial prior location shall be deemed San Diego, California), or (iii) a material diminution in your title, duties, or responsibilities; provided, however a resignation shall be for Good Reason only if (X) you provide written notice to the Company of the potential Good Reason trigger within thirty (30) days of the occurrence of the potential Good Reason Trigger, (Y) the Company does not cure the potential Good Reason trigger within thirty (30) days of receipt of notice, and (Z) you resign your employment within thirty (30) days following the expiration of the Company's 30-day cure period. Severance shall accrue until the required Separation Agreement becomes irrevocably effective, with accrued amounts paid on the first regularly scheduled payroll date thereafter; *provided, however, that in the event the Release Period spans two calendar years, no Severance shall be paid or provided prior to January 1 of the second calendar year.* In the case of voluntary resignation or termination for Cause, Employee will be subject to a 12 month non-compete in the general area of antisense oligonucleotide therapies.

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6. **Arbitration.** You and the Company agree to submit to mandatory binding arbitration any and all claims arising out of or related to your employment with the Company and the termination thereof, including, but not limited to, claims for unpaid wages, wrongful termination, torts, equity or phantom equity in the Company, and/or discrimination (including harassment) based upon any federal, state or local ordinance, statute, regulation or constitutional provision except that each party may, at its or his option, seek injunctive relief in court related to claims arising under the Confidentiality Agreement or otherwise relating to the improper use, disclosure or misappropriation of a party's proprietary, confidential or trade secret information. **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO SUCH CLAIMS.** All arbitration hearings shall be conducted in Pittsburgh, Pennsylvania. This letter does not apply or preclude resort to government agency processes or proceedings, and does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict the employee's ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. The arbitration shall be conducted through JAMS before a single neutral arbitrator, in accordance with the JAMS employment arbitration rules then in effect, a copy of which can be obtained at <https://www.jamsadr.com/rules-employment-arbitration/>. Except as otherwise may be required by law, the parties to the arbitration shall share equally the JAMS fee and the arbitrator's fee; provided, however, that the arbitrator at the conclusion of the arbitration shall award costs and fees to the prevailing party. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. The Federal Arbitration Act shall govern this section, but if for any reason the FAA is held to be inapplicable, then the law of arbitrability of Pennsylvania shall apply.

7. **Full-Time Employee.** Since you are a full-time employee, during the term of your employment you agree to devote your best efforts to the interests of the Company and not to engage in employment that competes with or otherwise has an adverse effect on the Company's business or your ability to perform your services hereunder.

8. **Electronic Communication.** Company may, in its sole discretion, decide to deliver to you by email or any other electronic means any documents or notices related to this letter, securities of the Company or any of its affiliates or any other matter, including documents and/or notices required to be delivered to you by applicable securities law or any other law or Company's Certificate of Incorporation or Bylaws. You hereby consent to receive such documents and notices by such electronic delivery (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) and agree to participate through any on-line or electronic system that may be established and maintained by Company or a third party designated by Company.

9. **Entire Agreement; Applicable Law.** This offer, the Confidentiality Agreement and the Grant Documents, once accepted, constitute the entire agreement between you and the Company with respect to the subject matter hereof and thereof and supersede all prior offers, negotiations and agreements, if any, whether written or oral, relating to such subject matter. You acknowledge that neither the Company nor its agents have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this letter for the purpose of inducing you to countersign this letter, and you acknowledge that you have countersigned this letter in reliance only upon such promises, representations and warranties as are contained herein. Except to the extent governed by federal law, this letter will be construed and enforced according to the laws of the State of Pennsylvania, other than the choice of law provisions thereof.

10. **Taxes.** The Company shall withhold taxes and other amounts from payments it makes pursuant to this letter as it reasonably determines.

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11. **Section 409A.** This Agreement is intended to meet the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**"), and will be interpreted and construed consistent with that intent. For purposes of this Agreement, the terms "terminate," "terminated" and "termination" mean a termination of your employment that constitutes a "separation from service" within the meaning of the default rules of Section 409A. Notwithstanding any other provision of this Agreement, to the extent that the right to any payment (including the provision of benefits) hereunder provides for the "deferral of compensation" under Section 409A, the payment will be paid (or provided) in accordance with the following: if you are a "Specified Employee" within the meaning of Section 409A on the date of your termination of employment, then no such payment shall be made or commence during the period beginning on the date of termination and ending on the date that is six (6) months following the date of termination or, if earlier, on the date of your death. The amount of any payment that would otherwise be paid to you during this period will instead be paid on the fifteenth (15th) day of the first calendar month following the end of the period. Furthermore, payments with respect to reimbursements of expenses shall be made on or before the last day of the calendar year following the calendar year in which the relevant expense is incurred. The amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year.

12. **Validity/Severability.** The invalidity or unenforceability of any provision of this letter shall not affect the validity or enforceability of any other provision of this letter, which shall remain in full force and effect. If any provision of this letter is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given our intent hereto.

13. **Acceptance.** If you decide to accept our offer, please countersign the enclosed copy of this letter in the space indicated, as well as the Confidentiality Agreement and return both documents to me. Your signatures will acknowledge that you have read and understood and agreed to the terms and conditions of this letter and the Confidentiality Agreement. Should you have anything else that you wish to discuss, please do not hesitate to call me.

14. **Background Check.** Our offer of employment is contingent upon completion of a satisfactory background check (including criminal history) conducted in accordance with applicable law.

[SIGNATURE PAGE FOLLOWS]

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We look forward to the opportunity to welcome you to the Company.

Very truly yours,

/s/ Dietrich A. Stephan
Dietrich A. Stephan, Ph.D.
Chief Executive Officer

I have read and understood this letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

By: /s/ Curt Bradshaw
Employee Name: Curt Bradshaw, Ph.D.

Date signed: November 30, 2020

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Exhibit A

Employee Proprietary Information and Invention Assignment Agreement

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NeuBase Therapeutics Announces Appointment of Curt Bradshaw, Ph.D. as Chief Scientific Officer

PITTSBURGH, PA – December 2, 2020– NeuBase Therapeutics, Inc. (Nasdaq: NBSE) ("NeuBase" or the "Company"), a biotechnology company accelerating the genetic revolution using a new class of synthetic medicines, today announced the appointment of Curt Bradshaw, Ph.D., as its new Chief Scientific Officer. Dr. Bradshaw is a proven drug developer in the field of precision genetic medicines, coming to NeuBase from his most recent role as Chief Scientific Officer at Arrowhead Pharmaceuticals. In his new role, Dr. Bradshaw will be responsible for leading and expanding NeuBase's PATrOL-enabled anti-gene pipeline and will serve as a key member of its executive management team.

"We are thrilled that Dr. Bradshaw is joining NeuBase as our chief scientific officer as we continue to build a leading nucleic acid therapeutics company. His decades of experience in successfully delivering genetic medicines into the clinic, with specific expertise in RNA therapeutics, make him an ideal fit and perfect complement to our team of experts," said Dietrich A. Stephan, Ph.D., chief executive officer of NeuBase. "As a highly accomplished and proven leader, we are confident Dr. Bradshaw will bring a breadth of knowledge to NeuBase in this next phase of growth as we continue to advance our PATrOL-enabled therapies in rare and common disease areas that we can uniquely and best address."

Dr. Bradshaw added, "NeuBase has developed an elegant first-in-class platform that enables the creation of an entirely new class of genetic medicines termed anti-genes, and I'm honored to be joining a company that has such potential to create an immense impact on patients across the globe in need of therapeutic options. I look forward to working with the team to advance our programs through clinical development as well as leading its pipeline expansion in and beyond rare diseases."

Prior to joining NeuBase, Dr. Bradshaw served as Chief Scientific Officer of Arrowhead Pharmaceuticals, Inc. (Nasdaq: ARWR), a biotechnology company focused on treating intractable diseases by using RNA interference to silence genes that cause such diseases, from November 2019 to November 2020. From November 2018 to November 2019, Dr. Bradshaw was President, Chief Scientific Officer and a member of the board of directors of Tollnline, a company he co-founded to develop novel antibody conjugates for immuno-oncology. From 2012 to 2018, he was Chief Scientific Officer and a member of the board of directors of Solstice Biologics, where he managed and oversaw all company operations and research exploring novel siRNA technologies for the development of human therapeutics. Before Solstice, Dr. Bradshaw was Vice President of Research and Development and Chief Scientific Officer at Traversa Therapeutics where he had primary R&D oversight and was a key strategic contributor to internal technology development, business strategy, and oversaw research alliances with multiple major pharmaceutical collaborators. Prior to Traversa, he spent seven years at CovX Research, a cornerstone of the Pfizer, Inc. Bioinnovation and Biotherapeutics Center, where he was a member of the research, development and corporate teams providing strategic and tactical support for research and development programs, co-developing the research pipeline and feeding the clinical portfolio. He also oversaw chemistry efforts ranging from basic research through active pharmaceutical ingredient manufacturing. Prior to CovX, he spent four years at Ligand Pharmaceuticals and was responsible for the chemical development of clinical-phase active pharmaceutical ingredients. Dr. Bradshaw started his career at Abbott Laboratories, where he spent six years as a Research Chemist, Senior Research Chemist and Project Leader. He received a Ph.D. in Organic Chemistry from Texas A&M University.

About NeuBase Therapeutics, Inc.

NeuBase is accelerating the genetic revolution using a new class of synthetic medicines. NeuBase's designer PATrOL™ therapies are centered around its proprietary drug scaffold to address genetic diseases at the source by combining the highly targeted approach of traditional genetic therapies with the broad organ distribution capabilities of small molecules. With an initial focus on silencing disease-causing mutations in debilitating neurological, neuromuscular and oncologic disorders, NeuBase is committed to redefining medicine for the millions of patients with both common and rare conditions. To learn more, visit www.neubasetherapeutics.com.

Use of Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act. These forward-looking statements are distinguished by use of words such as "will," "would," "anticipate," "expect," "believe," "designed," "plan," or "intend," the negative of these terms, and similar references to future periods. These views involve risks and uncertainties that are difficult to predict and, accordingly, our actual results may differ materially from the results discussed in our forward-looking statements. Our forward-looking statements contained herein speak only as of the date of this press release. Factors or events that we cannot predict, including those risk factors contained in our filings with the U.S. Securities and Exchange Commission, may cause our actual results to differ from those expressed in forward-looking statements. The Company may not actually achieve the plans, carry out the intentions or projections disclosed in the forward-looking statements, and you should not place undue reliance on these forward-looking statements. Because such statements deal with future events and are based on the Company's current expectations, they are subject to various risks and uncertainties, and actual results, performance or achievements of the Company could differ materially from those described in or implied by the statements in this press release, including: the Company's plans to develop and commercialize its product candidates; the timing of initiation of the Company's planned clinical trials; the timing of the availability of data from the Company's clinical trials; the timing of any planned investigational new drug application or new drug application; the Company's plans to research, develop and commercialize its current and future product candidates; the clinical utility, potential benefits and market acceptance of the Company's product candidates; the Company's commercialization, marketing and manufacturing capabilities and strategy; global health conditions, including the impact of COVID-19; the Company's ability to protect its intellectual property position; and the requirement for additional capital to continue to advance these product candidates, which may not be available on favorable terms or at all, as well as those risk factors contained in our filings with the U.S. Securities and Exchange Commission. Except as otherwise required by law, the Company disclaims any intention or obligation to update or revise any forward-looking statements, which speak only as of the date hereof, whether as a result of new information, future events or circumstances or otherwise.

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