

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 25, 2021

**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.)
350 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 May 17, 2021, NeuBase Therapeutics, Inc. (the "Company") appointed Dr. Kianoush (Kia) Motesharei, Ph.D., as the Company's Chief Business and Strategy Officer, effective May 24, 2021. 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. Motesharei. Dr. Motesharei will report to Dr. Dietrich Stephan, the Company's President and Chief Executive Officer.

Dr. Motesharei, Ph.D., 51, brings over 20 years of experience in management, strategy, business development, alliance management, product development and marketing across the biotechnology and pharmaceutical industry. Dr. Motesharei was previously the Senior Vice President of Business Development & Corporate Strategy with Akcea Therapeutics during 2020. Before that, he was Vice President, Global Head Licensing & Business Development, Neurology & Immunology at Merck KGaA from 2013 to 2019, Vice President of Business Development & Alliance Management at Dyax from 2011 to 2013, Chief Business Officer at the French biotech company Genfit from 2007 to 2010 and Vice President of Corporate Development at ActivX. Dr. Motesharei has a successful track record of approximately 100 transactions which include research and strategic alliances, product and technology licensing, distribution, divestitures, financings and M&A agreements with major pharmaceutical and biotechnology companies in the US, Europe, Japan, China, LATAM and the Middle East. Dr. Motesharei received his BA in Chemistry from Colorado College and his Ph.D. in Organic Chemistry from the University of California, Los Angeles. He completed his postdoctoral training at The Scripps Research Institute as an NIH Fellow.

On May 17, 2021, the Company entered into an offer letter with Dr. Motesharei (the "Offer Letter"). Pursuant to the Offer Letter, Dr. Motesharei's annual salary will be \$410,000, 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 \$100,000. Dr. Motesharei's employment will be on an "at will" basis. Additionally, the Company will grant Dr. Motesharei 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. Motesharei's continued employment with the Company, 1/4th of the shares underlying the Option will vest on the first anniversary of Dr. Motesharei's start date, and 1/36th of the remaining shares underlying the Option

will vest at the end of each calendar month thereafter. Dr. Motesharei also entered into the Company's standard indemnification agreement and standard confidentiality and invention assignment agreement with the Company.

If Dr. Motesharei is terminated by the Company without cause or Dr. Motesharei 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 the 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. Motesharei is terminated by the Company without cause (whether or not in connection with a change in control), the Company will be obligated to pay Dr. Motesharei (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 the Company's 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 May 25, 2021, the Company issued a press release announcing the appointment of Dr. Motesharei as the Company's Chief Business and Strategy 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.

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**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 May 17, 2021, by and between NeuBase Therapeutics, Inc. and Kia Motesharei.</u>
<u>99.1</u>	<u>Press Release, dated May 25, 2021.</u>

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**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: May 25, 2021

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

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May 17, 2021

Kianoush Motesharei, Ph.D.  
via email

**Re: Offer Letter of Employment**

Dear Dr. Motesharei:

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 Business and Strategy Officer. Your effective start date will be mutually decided, but our hope is that you are able to join the Company on May 24, 2021. You will work out of the Boston area and visit the Company's headquarters in Pittsburgh, PA as appropriate. The terms of our offer and the benefits currently provided by the Company are as follows:

1. **Salary.** Your starting salary will be \$410,000 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. In addition, you will receive a signing bonus of \$100,000 payable at the start of your employment.
2. **Benefits.** 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 which may be modified from time to time.
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 the 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.

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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.

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, 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 in full as a lump sum 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, you 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. We recognize that you are a member of the Board of Directors of Ariana, Inc., and that this is an approved outside activity. We acknowledge and accept that you are a member of the Board of Directors of Ariana Pharma, and there is no conflict with this activity.

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 (15<sup>th</sup>) 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,

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

/s/ Dietrich A. Stephan

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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/ Kianoush Motesharei, Ph.D.

Employee Name: Kianoush Motesharei, Ph.D.

Date signed: May 17, 2021

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**Exhibit A**

**Employee Proprietary Information and Invention Assignment Agreement**

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## NeuBase Therapeutics Appoints Dr. Kia Motesharei Chief Business and Strategy Officer

*Expansion of management team continues with addition of an industry leader with deep experience in business development, licensing, and strategy in the life-science industry*

**PITTSBURGH, May 25, 2021**— NeuBase Therapeutics, Inc. (Nasdaq: NBSE) ("NeuBase" or the "Company"), a biotechnology company accelerating the genetic revolution using a new class of precision genetic medicines, today announced the appointment of Kia Motesharei, Ph.D., as Chief Business and Strategy Officer, effective May 24, 2021. Dr. Motesharei has more than 20 years of experience in business development, licensing and transactions, alliance management and strategy in the biotechnology and pharmaceutical industry.

"Kia has successfully completed more than 100 deals, with particular expertise in scaling the output of platform biotechnology companies through partnerships to maximize shareholder value, with several drugs on market now as a direct result of his activities. Kia also has expertise in our programmatic areas including in neurology, oncology and rare diseases," said Dietrich A. Stephan, Ph.D., Founder, CEO and Chairman of NeuBase. "We are excited to welcome Kia to the NeuBase team, as we evaluate potential partnership opportunities and expand our therapeutic pipeline, leveraging the broad capabilities of our PATrOL™ platform for precision genetic medicines."

"Genetic mutations are the fundamental drivers of all diseases, rare and common, so NeuBase's ability to specifically modulate mutated DNA and RNA can unlock a whole new class of medicines for diseases that currently have few treatment options," said Dr. Motesharei. "I look forward to utilizing partnership strategies to expand the breadth of what we have the potential to accomplish with this technology to benefit patients around the world."

Most recently, Dr. Motesharei was Senior Vice President, Business Development & Corporate Strategy at Akcea Therapeutics, a late-stage development and commercial biopharmaceutical company focused on rare diseases, where he led and executed the regional partnership of Akcea's marketed products Tegsedi® and Waylivra® with Sobi in Europe and the Middle East. Prior to Akcea, Dr. Motesharei headed Global Licensing & Business Development, Neurology & Immunology (N&I) at EMD Serono, the biopharmaceutical business of Merck KGaA. He was a core member of the N&I Franchise Leadership Team that executed the overall strategy of the \$1.8 billion franchise, including product and pipeline development, partnering, regulatory and commercial and marketing decisions. He managed the global licensing team responsible for search and evaluation and transactions across the entire R&D spectrum for the immunology, neurology, allergy, fertility, medical device and global health franchises. Previously, Dr. Motesharei was a member of the management team and investor relations team at Dyax Corporation, a pharmaceutical company focused on development and commercialization of novel biotherapeutics for prevention of hereditary angioedema. He led the business development, alliance management and competitive intelligence functions covering Dyax's phage display platform as well as pipeline products including Kalbitor® and DX-2930 (now approved as Takhzyro®) that contributed to its approximately \$6.5 billion acquisition by Shire. Earlier in his career, he held a series of leadership positions at Genfit Corporation, ActivX Biosciences and Lion Bioscience. He currently serves on the board of Ariana Pharma. Dr. Motesharei received a Ph.D. in organic chemistry from the UCLA and a B.A. in chemistry from Colorado College. He completed his postdoctoral training as an NIH fellow at The Scripps Research Institute.

### About NeuBase Therapeutics

NeuBase is accelerating the genetic revolution by developing a new class of precision genetic medicines which can be designed to increase, decrease, or change gene function, as appropriate, to resolve genetic defects that drive disease. NeuBase's targeted PATrOL™ therapies are centered around its proprietary drug scaffold to address genetic diseases at the DNA or RNA level 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](http://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 forward-looking statements include, among others, those related to Dr. Motesharei's leadership and development experience guiding the Company as it advances its preclinical portfolio and discovery and drug development platform and towards clinical trials and beliefs that Dr. Motesharei's ability will help the growth of the Company. 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 (the "SEC"), 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 meet the expectations 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 risks that prior data will not be replicated in future studies; 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 SEC. 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.

### NeuBase Investor Contact:

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