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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 11, 2016

**RELMADA THERAPEUTICS, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction  
of incorporation)

**333-184881**

(Commission File Number)

**45-5401931**

(IRS Employer  
Identification No.)

**275 Madison Avenue, Suite 702  
New York, NY**

(Address of principal executive offices)

**10016**

(Zip Code)

Registrant's telephone number, including area code **(646) 677-3853**

**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 (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a -12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

**Appointment of Officer**

On May 11, 2016, the Company named Michael Becker as its Chief Financial Officer (Principal Financial and Accounting Officer). Mr. Becker served as our Senior Vice President of Finance and Corporate Development since November 2014.

*Michael Becker*, age 47, joined the Company in November 2014. Mr. Becker brings more than 20 years of experience as a C-level industry executive and Wall Street securities analyst and registered financial advisor. He was previously founder and president of the consulting firm MDB Communications LLC since 2008. In this position, he acted as a strategic advisor and partner servicing the life sciences industry by providing a full range of investor relations and public relations services to enhance client visibility and branding. Prior to that, Mr. Becker served as president, chief executive officer, and member of the board of directors for two publicly traded biotechnology companies including commercial-stage Cytogen Corporation (acquired by EUSA Pharma). He held positions of increasing responsibility prior to being appointed president and CEO of Cytogen in 2002, including vice president of business development, industry and investor relations and CEO of AxCell Biosciences, a subsidiary of Cytogen. Prior to his industry career, Mr. Becker spent 9 years in the financial services industry, which included positions at Wayne Hummer Investments LLC, Kidder, Peabody & Co., Gruntal & Co., and Kemper Securities. He completed coursework in Political Science at DePaul University and received an Associate of Science degree from the Art Institute of Pittsburgh.

*Family Relationships*

There are no family relationships between our directors and officers.

*Transactions with Related Persons*

The Company does not have any related party transactions with Mr. Becker.

*Compensatory Plans with Mr. Becker*

On October 18, 2014, the Company and Michael Becker entered into an employment agreement (the “Employment Agreement”) to employ Mr. Becker as the Company’s Senior Vice President of Finance and Corporate Development. Mr. Becker’s employment with the Company is on an “at will” basis, meaning that either Mr. Becker or the Company may terminate his employment at any time for any reason or no reason, without further obligation or liability, except as provided in his Employment Agreement.

Salary

- Mr. Becker’s current annual base salary is \$232,000.

### Bonus

- Mr. Becker is entitled to participate in an executive bonus program pursuant to which the Board of Directors may award bonuses to him, based upon the achievement of written individual and corporate objectives such as the board shall determine. Upon the attainment of such performance objectives, in addition to base salary, Mr. Becker shall be entitled to a cash bonus in an amount to be determined by the board with a target of 25% of the base salary.

### Options/Restricted Stock

- Mr. Becker received an initial stock option grant of 30,000 options at an exercise price of \$15.25 per share. Mr. Becker also received an initial restricted stock grant of 20,000 shares. The options and restricted stock vest over a four year period, 25% after one year and 6.25% per quarter over the next three years.

### Termination

- Termination for cause. Upon termination of employment for cause Mr. Becker shall be paid all accrued salary, bonuses, incentive compensation to the extent earned, vested deferred compensation pension plan and profit sharing plan benefits, and accrued vacation pay, all to the date of termination.
- Termination of Employment Other Than for Cause. If the Company terminates employment other than for cause, Mr. Becker shall be entitled to (i) all accrued salary, bonuses and incentive compensation to the extent earned, vested deferred compensation pension plan and profit sharing plan benefits, and accrued vacation pay, (ii) 3 months of base salary (at the rate in effect as of the date of termination), and (iii) the right to participate in all Company employee health plans for a period of 3 months.

### Non-Solicitation

- Mr. Becker agreed that during the term of employment with the Company, and for a period of 24 months following the cessation of employment with the Company for any reason or no reason, Mr. Becker shall not directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt any of the foregoing, either for himself or any other person or entity. For a period of 24 months following cessation of employment with the Company for any reason or no reason, Mr. Becker shall not attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his or its purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

A copy of the Employment Agreement is filed herewith as Exhibit 10.1 and is incorporated herein by reference. The above description is only a summary of the terms of Employment Agreement and does not purport to be complete description of such document, and is qualified in its entirety by reference to the Employment Agreement, a copy of which is attached as an exhibit hereto and which is incorporated by reference in this Item 5.02.

### **Departure of Officer**

On May 11, 2016, Relmada Therapeutics, Inc. (the "Company") and Kulendiran Purushothaman, the Company's Vice President of Finance (Principal Financial and Accounting Officer), agreed to terminate Mr. Purushothaman's employment without cause effective as of May 11, 2016 in accordance with his employment agreement. Pursuant to Mr. Purushothaman's employment agreement, he will receive severance of three months base salary and health benefits.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| Exhibit<br>No. | Description   |
|----------------|---|
| 10.1           | Offer Letter, dated October 18, 2014, by and between Relmada Therapeutics, Inc. and Michael Becker. |

## 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: May 13, 2016

**RELMADA THERAPEUTICS, INC.**

By: /s/ Sergio Traversa

Name: Sergio Traversa

Title: Chief Executive Officer



October 18, 2014

Michael D. Becker  
1478 Greenmeadows Road  
Yardley, PA 19067

Dear Mr. Becker,

On behalf of Relmada Therapeutics, Inc: (the "Company"), I am pleased to offer you the position of Senior Vice President of Finance and Corporate Development. Speaking for myself, as well as the other members of the management team, we are all impressed with your credentials and look forward to your future success in this position. The terms of your employment are set herein ("Employment Letter").

1. Position. The terms of your new position with the Company are as set forth below:

(a) You shall serve as Senior Vice President of Finance and Corporate Development of the Company with such responsibilities duties and authority as are assigned to you by the Office of the CEO (that comprises the Chief Executive Officer and a Board Designee). You shall report directly to the Office to the CEO and shall perform your duties for the Company at the Company's offices except for travel that may be necessary or appropriate in connection with the performance of your duties hereunder. The office is located in New York City.

(b) Employee shall faithfully devote his full business/working time, attention and energy to the business and affairs of the Company and the performance of his duties, which may be modified periodically by the Office of the CEO and to use his best efforts to perform such responsibilities faithfully and efficiently. Without limiting the generality of the foregoing paragraph, the employee may join professional associations and otherwise be involved with any other business activities, to the extent that, in the reasonable judgment of the Office of the CEO, such other business pursuits and activities do not (i) interfere in any material respect with Employee's ability to discharge Employee's duties and responsibilities to the Company, whether or not such activity is pursued for gain, profit or other pecuniary advantage, or (ii) violate the Conflicts provision of Employee's Non-Disclosure Agreement.

2. Start Date. Subject to fulfillment of any conditions imposed by this letter agreement, you will commence this new position with the Company on November 1, 2014 ("Start Date"). The Company has the right to withdraw the offer contemplated by this Letter Agreement if you are unable to fulfill the Start Date requirement.



3. Proof of Right to Work. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

4. Compensation.

(a) Base Salary. You will be paid an annual base salary of one hundred and seventy five thousand dollars (\$175,000), which will be paid in accordance with the Company's regular payroll practices. Your base salary shall be reviewed at 90 days from the Start Date by management of the Company, and at the discretion of the Company, may be increased to two hundred thousand dollars (\$200,000). The proposed increase in base salary shall be payable at the first regular pay period after the 90 day period from your Start Date.

(b) Performance Cash Bonus. You shall be entitled to participate in a bonus program, which shall be established by the Board pursuant to which the Board shall award bonuses to you, based upon the achievement of written individual and corporate objectives such as the Office of the CEO or Board shall determine. Upon the attainment of such performance objectives, in addition to your base salary, you shall be entitled to a cash bonus in an amount to be determined by the Board with a target of twenty-five percent (25%) of your base salary. Any such performance bonus shall be due and payable within ninety (90) days after the end of the calendar year to which it relates.

(c) Equity Grant. The Board has agreed to grant to you options to purchase common shares and restricted common stock of the Company (the "Initial Grant") under the Company's current Stock Option and Equity Incentive Plan. The initial Grant will consist of (i) an option grant to purchase up to one hundred fifty thousand (150,000) common shares (the "Options") and (ii) one hundred thousand (100,000) shares of restricted common stock of the Company (the "Restricted Stock"). The terms of Options and Restricted Stock shall be governed under the Company's Stock Option Plan. The Initial Grant is subject to final approval by the Board.

(i) Stock exercise price for Options. The Options of the Initial Grant will have an exercise price equal to the closing price of the Company's common stock on the Start Date, as quoted on the OTCBB under the symbol RLMD, which is equal to the fair market value of the Company's common stock on the date of the grant. The stock options of the initial Grant shall have a term of 10 years starting from the first day of your employment with the Company (the "Grant Date"). The stock Options shall vest in compliance with Section 4(c)(ii) below.



(ii) Vesting Schedule. The Options and Restricted Stock of the Initial Grant shall begin to vest on the Grant Date based on the following vesting schedule: Twenty-five percent (25%) of the stock options and Restricted Stock of the Initial Grant shall vest on the first anniversary of the Grant Date and the remaining seventy-five percent (75%) of each of the Options and Restricted Stock shall vest in equal quarterly increments of 6.25% of the initial Option Grant over the following three (3) year period.

(d) Withholding of Taxes. You understand that the services to be rendered hereunder will cause you to recognize taxable income, which is considered under the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as compensation income subject to the withholding of income tax (and Social Security or other employment taxes). You hereby consent to the withholding of such taxes as are required by the Company.

#### 5. Benefits.

(a) Benefit Plan – Health Insurance, Retirement and Stock Option Plan. The Company will provide you with the opportunity to participate in the standard benefits plans currently available to other similarly situated employees. The Company reserves the right to cancel and/or change the benefits plans it offers to its employees at any time, subject to applicable law.

(b) Vacation; Sick Leave. You will be entitled to 20 days paid vacation per year, pro-rated for the remainder of this calendar year and pro-rated by the number of hours worked. Vacation may not be taken before it is accrued. You will be entitled to 5 days paid sick leave per year pro-rated.

(c) Other Benefits. The Company will provide you with standard business reimbursements (including mileage, supplies, long distance calls), subject to Company policies and procedures and with appropriate receipts. In addition, you will receive any other statutory benefits required by law.

(d) Reimbursement of Expenses. You shall be reimbursed for all normal items of travel and entertainment and miscellaneous expenses reasonably incurred by you on behalf of the Company provided such expenses are documented and submitted in accordance with the reimbursement policies in effect from time to time.





6. Confidential Information and Invention Assignment Agreement. Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company's Confidential Information and Invention Assignment Agreement, a copy of which is enclosed for your review and execution (the "Confidentiality Agreement"), prior to or on your Start Date.

7. At-Will Employment and Termination of Employment.

(a) Your employment with the Company will be on an "at will" basis meaning that either you or the Company may terminate your employment at any time for any reason or no reason, upon written notification to the other party, without further obligation or liability, except that upon termination of your employment by the Company, other than for cause, you will be paid a severance pay in compliance with Section 7(b) and (c) below.

(b) Upon Termination for cause you shall be immediately paid all accrued salary, bonuses, incentive compensation to the extent earned, vested deferred compensation pension plan and profit sharing plan benefits, which will be paid in accordance with the applicable plan, and accrued vacation pay, all to the date of termination. In the event of termination other than for cause, you will be entitled to severance equal to three months of base salary and health benefits. For the avoidance of doubt, if you are terminated for cause, you shall not be entitled to any severance payments or health benefits.

(c) Upon any termination other than for cause you will immediately be paid all accrued salary, bonuses and incentive compensation to the extent earned, vested deferred compensation pension plan and profit sharing plan benefits, which will be paid in accordance with the applicable plan, and accrued vacation pay, all to the date of termination. Additionally, notwithstanding anything contained herein or any applicable plan to the contrary, all unvested, unexercisable and stock options and stock grants, if applicable, for which you are eligible pursuant to the terms hereof shall automatically be cancelled on at the termination date of employment. You will have 90 days from the date of termination to exercise your vested options.

8. Non-Solicitation. You agree that during the entire term of your employment with the Company, and for a period of 24 months following the cessation of employment with the Company for any reason or no reason, you shall not directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt any of the foregoing, either for yourself or any other person or entity. For a period of 24 months following cessation of employment with the Company for any reason or no reason, you shall not attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his or its purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.



9. Arbitration. This Agreement is to be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and wholly to be performed within the State of New York by New York residents. Any controversy or claim arising out of or relating to this Agreement, or breach of this Agreement (except for any controversy or claim with respect to Section 6 or Section 8, which may be submitted, at the option of the Company, to any court of competent jurisdiction located within New York, New York) is to be settled by arbitration in New York, NY in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. There must be three arbitrators, one to be chosen directly by each party at will, and the third arbitrator to be selected by the two arbitrators so chosen. Each party will pay the fees of the arbitrator he or she selects and his or her own attorneys, and the expenses of his or her witnesses and all other expenses connected with presenting his or her case. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, administrative fees, the fee of the third arbitrator, and all other fees and costs, will be borne equally by the parties. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

10. Miscellaneous. This Employment Letter, together with the Confidentiality Agreement, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This Employment Letter may not be modified or amended except by a written agreement, signed by the Company and by you. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will be lessened or reduced to the extent possible or will be severed and will not affect any other provision and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement will be governed by New York law without reference to rules of conflicts of law. The waiver of any breach of any provision of this Employment Letter will not operate or be construed as a waiver of any subsequent breach of the same or other provision of this Employment Letter. This Agreement will be binding on, and inure to the benefit of, the executors, administrators, heirs, successors, and assigns of the parties; provided, however, that except as expressly provided in this Agreement, this Agreement may not be assigned either by Company or by Employee. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same Agreement.



11. Notices. All notices, requests, demands and other communications called for hereunder shall be in writing and shall be deemed given (i) on the date of delivery if delivered personally, (ii) one (1) day after being sent by a well established commercial overnight service, (iii) three (3) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing, (iv) upon confirmation of facsimile transfer, if sent by facsimile or (v) upon confirmation of delivery when directed to the electronic mail address set forth below, if sent by electronic mail:

If to the Company:     546 Fifth Avenue, 14<sup>th</sup> Floor  
New York, NY 10036  
Fax No.: 1 888 228 5672  
Email address: st@relmada.com

If to you:                1478 Greenmeadows Road  
Yardley, PA 19067  
Email address: Michael@mdbllc.com

*(Signature page follows)*



IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

**RELMADA THERAPEUTICS, INC.**

**MICHAEL D. BECKER**

By: /s/ Sergio Traversa  
Sergio Traversa, CEO

/s/ Michael D. Becker