

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): **December 27, 2022**

RELMADA THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-39082

(Commission File Number)

45-5401931

(IRS Employer
Identification No.)

**2222 Ponce de Leon Blvd, Floor 3
Coral Gables, FL**

(Address of principal executive offices)

33134

(Zip Code)

Registrant's telephone number, including area code: **(786) 629 1376**

(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, \$0.001 par value per share	RLMD	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

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

Item 1.01 Entry into a Material Definitive Agreement.

As previously reported, Relmada Therapeutics, Inc. (the "Company," "we," "us" or "our") is party to a License Agreement dated as of January 16, 2018, as amended, with Drs. Charles E. Inturrisi and Paolo Manfredi (collectively, the "Licensor"), pursuant to which the Licensor granted the Company a license to commercialize esmethadone (REL-1017) in the context of psychiatric use and certain further inventions regarding esmethadone. On December 27, 2022, the Licensor and the Company entered into an Amendment No. 2 to the License Agreement extending the duration of the "Key Man" provisions of the License Agreement, pursuant to which the Licensor may terminate the License Agreement if we terminate the employment of our Chief Executive Officer, Dr. Sergio Traversa, for any reason other than for specified causes determined by a majority of our Board of Directors (including fraud, gross negligence, unauthorized use of our confidential information, conduct including harassment or discrimination, breach of fiduciary duty or uncured material breach), or if we (a) substantially modify Dr. Traversa's job responsibilities or decision-making rights in connection with the development and commercialization of esmethadone, (b) remove him from the role of Chief Executive Officer other than in connection with a permitted change-of-control transaction, (c) materially reduce his compensation or (d) assign or transfer our rights under the License Agreement or the esmethadone intellectual property without Dr. Traversa's consent, in each case (termination or the events in (a) through (d)) during a specified period, which originally ended on the later of five years from the original effective date of the License Agreement or December 31, 2022. The new amendment extended this period until December 31, 2027. The License Agreement was not otherwise modified.

The foregoing descriptions of the License Agreement as previously amended and of Amendment No. 2 thereto are not complete and are qualified in their entirety by reference to the License Agreement and Amendment No. 1 thereto, which are filed as Exhibits 10.21 and 10.22, respectively, to our Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and to Amendment No. 2 to the License Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K, all of which are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. **Description**

10.1 [Amendment No. 2 dated December 27, 2022, to the License Agreement originally dated January 16, 2018, as heretofore amended, between Relmada Therapeutics, Inc., and Dr. Charles E. Inturrisi and Dr. Paolo Manfredi](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

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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: December 28, 2022

RELMADA THERAPEUTICS, INC.

By: /s/ Sergio Traversa
Name: Sergio Traversa
Title: Chief Executive Officer

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AMENDMENT NO. 2 TO LICENSE AGREEMENT

This **Amendment No. 2 to License Agreement** (this "Amendment"), dated as of December 27, 2022, is made by and between **Relmada Therapeutics, Inc.**, a Nevada corporation ("Licensee") and **Dr. Charles E. Inturrisi**, an individual, and **Dr. Paolo Manfredi**, an individual, jointly and severally (collectively, "Licensor").

Whereas, the parties have previously entered into that certain License Agreement dated as of January 16, 2018, which was amended by Amendment No. 1 to License Agreement dated as of December 2, 2019 (as so amended, the "License Agreement") (capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the License Agreement); and

Whereas, the parties now desire to further amend the License Agreement as set forth herein.

Now, Therefore, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

ARTICLE I

Amendment of License Agreement

1.1. Article 7, Section 7.1(a)(iii) is hereby amended to replace the date "December 31, 2022" with the date "December 31, 2027".

1.2. Article 7, Section 7.1(a)(iv) is hereby amended to replace the date "December 31, 2022" with the date "December 31, 2027".

ARTICLE II

General

2.1. **Continuation.** Except as expressly modified in Article 1, the License Agreement shall remain in full force and effect.

2.2. **Governing Law.** This Amendment shall be governed by, and construed in accordance with (A) the laws of the United States, in respect to trademark and patent issues, except that the scope and validity of any foreign Patent or trademark shall be governed by the applicable laws of the country of the Patent or trademark, and (B) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof. The parties hereby consent to the sole and exclusive jurisdiction of the courts of the state of New York, in the county of New York, or the United States Federal District Court for the Southern District of New York for purposes of any action or proceeding brought by either of them on or in connection with this Amendment on any alleged breach thereof and waive any right to assert any rights or defenses within any other jurisdiction or to require that litigation regarding this Amendment take place elsewhere. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief or any other appropriate relief.

2.3. **Headings.** The section headings contained in this Amendment are set forth for the convenience of the Parties only, do not form a part of this Amendment and are not to be considered a part hereof for the purpose of construction or interpretation hereof, or otherwise.

2.4. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts including PDF, facsimile, or other electronic counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5. **Severability.** In the event any one or more of the provisions of this Amendment should for any reason be held by any court or authority having jurisdiction over this Amendment or any of the Parties to be invalid, illegal or unenforceable, such provision or provisions shall be validly reformed to as nearly as possible approximate the intent of the Parties and, if unreformable, shall be divisible and deleted in such jurisdiction; elsewhere, this Amendment shall not be affected so long as the Parties are still able to realize the principal benefits bargained for in this Amendment.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

LICENSOR

Dr. Charles E. Inturrisi and Dr. Paolo Manfredi

/s/ Charles E. Inturrisi

Dr. Charles E. Inturrisi

/s/ Paolo Manfredi

Dr. Paolo Manfredi

LICENSEE

Relmada Therapeutics, Inc.

By: /s/ Sergio Traversa

Name: Sergio Traversa

Title: Chief Executive Officer

Signature Page to Amendment No. 2 to
License Agreement
