

**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): June 14, 2020

Vaxart, Inc.

(Exact name of registrant as specified in its charter)

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>001-35285</u> (Commission File Number)	<u>59-1212264</u> (IRS Employer Identification No.)
<u>385 Oyster Point Boulevard, Suite 9A, South San Francisco, California</u> (Address of principal executive offices)		<u>94080</u> (Zip Code)

Registrant's telephone number, including area code: (650) 550-3500

Not Applicable
(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:

<u>Title of each class</u>	<u>Trading symbol</u>	<u>Name of each exchange on which registered</u>
Common stock, \$0.0001 par value	VXRT	The Nasdaq Capital Market

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

Resignation of Dr. Latour as President and Chief Executive Officer; Continued Service as Chairman of the Board

On June 14, 2020 (the “**Separation Date**”), Wouter W. Latour, M.D. resigned his employment as President and Chief Executive Officer of Vaxart, Inc. (the “**Company**”), any and all positions, with the Company and its affiliates (other than his position as Chairman of the Board of Directors). Executive will continue to serve on the Board of Directors, subject to re-election by stockholders. However, he will not be eligible for and will not receive any non-employee director cash retainers or equity compensation under the Company’s director compensation program for his services as a director for the one-year period commencing on the Separation Date.

In connection with his resignation, Dr. Latour entered into a Separation Agreement (the “**Separation Agreement**”) with the Company. Dr. Latour’s departure constituted a termination without cause within the meaning of the Company’s Severance Benefit Plan, and Dr. Latour will accordingly be entitled to the applicable benefits available to him under such plan. In addition, Dr. Latour will continue to vest in any stock options issued under the Company’s equity plan and held by him as of the Separation Date, with continued service on the Board of Directors constituting continued employment with the Company for purposes of the applicable vesting and exercise conditions. In exchange for these benefits, Dr. Latour has signed a release of claims in favor of the Company.

Appointment of Mr. Floroiu as Chief Executive Officer

On June 15 2020, the Board of Directors of the Company (the “**Board**”) announced that, effective as of June 14, 2020, a current Board member, Andrei Floroiu, 47, has been appointed as Chief Executive Officer of the Company. Mr. Floroiu will also serve as the Company’s principal financial officer.

Mr. Floroiu has served as a director since April 2020 and will continue on the board while serving as Chief Executive Officer. He is a senior advisor to the chief executive officer of Agenus Inc., a biotechnology company focused on immunotherapy including immuno-oncology, since 2015. From 2012 to 2015, Mr. Floroiu was a Managing Director of Exigo Capital Corp., where he provided strategic, financial and operational advice to companies undergoing significant transformational and strategic transactions. From 2010 to 2012, Mr. Floroiu served as the founder and president of Fly for MS, a charity to raise global awareness for Multiple Sclerosis. From 2004 to 2008, he served as a principal for The Invus Group, a private equity investment firm. He holds an MBA in Finance from The Wharton School, University of Pennsylvania, a Master of Science in Computer Engineering from the University of Maryland and a Bachelor of Science in Computer Engineering from the Universitatea Politehnica in Bucharest, Romania.

In connection with his appointment as Chief Executive Officer of the Company, Mr. Floroiu entered into a letter agreement with the Company, dated as of June 14, 2020 (the “**Letter Agreement**”). Pursuant to the Letter Agreement, Mr. Floroiu will hold the title of Chief Executive Officer, in addition to his current duties as a Board member until the termination of his employment by the Board or by himself. In connection with his appointment, Mr. Floroiu will receive a base salary of \$400,000 per year, and will participate in the Company’s Severance Benefit Plan (the “**Severance Plan**”). His “Non-CiC Severance Period”, as defined in the Severance Plan, will be three months and his “CiC Severance Period”, as defined in the Severance Plan, will be six months. Mr. Floroiu will not receive any non-employee director cash retainers or other compensation under the Company’s director compensation program for his services as a director while he is serving as Chief Executive Officer. Effective on the date of his appointment, Mr. Floroiu resigned from his membership on the Audit Committee of the Board, of which he had served as the Chairman.

In connection with his appointment as Chief Executive Officer of the Company, Mr. Floroiu will be eligible to participate in the Company’s annual bonus program. His “target” bonus opportunity will be up to 50% of his annual base salary, which will be pro-rated for the 2020 fiscal year. Any payment under the annual bonus program will be based on the extent to which certain performance objectives established by the Board have been achieved for that year, in the sole discretion of the Board. Mr. Floroiu will also be eligible to for a bonus equal to \$100,000 (the “**Success Bonus**”) if he remains continuously employed through the earlier of the following dates (a) the date that the Company executes a substantial strategic agreement, as determined by the Board (a “**Strategic Agreement**”), and (b) the date on which a Change in Control (as defined in the Letter Agreement) occurs (the earliest such date being the “**Vesting Date**”), in either case on or before November 30, 2020.

As of June 15, 2020 (the “**Grant Date**”), the Company granted an option to purchase 845,280 shares of the Company’s common stock under the Company’s 2019 Equity Incentive Plan (the “**Equity Plan**”) at a strike price equal to the closing price of the Company’s common stock on the Grant Date (the “**Time-Based Option**”). The Time-Based Option will vest as follows: 25% on the first anniversary of the Grant Date and 75% in equal monthly installments over the three-year period commencing on such first anniversary, with accelerated vesting with respect to 50% of any then-unvested option shares upon the Company’s execution of a Strategic Agreement, as determined by the Board, and with accelerated vesting in full in the event of a “Change in Control” (as defined under the Equity Plan).

As of the Grant Date, the Company also granted Mr. Floroiu an option to purchase 900,000 shares of the Company’s common stock under the Equity Plan at a strike price equal to the closing price of the Company’s common stock on the Grant Date (the “**Performance-Based Option**”). The Performance-Based Option will vest as follows: (i) one-third if the Company achieves a per share closing price equal to \$5.00 or more during any 10-consecutive trading days after the Grant Date but before November 30, 2020 or such later date as determined by the Board (the “**Reference Date**”), (ii) one-third if the Company achieves a per share closing price equal to \$7.50 or more during any 10-consecutive trading days after the Grant Date but before the Reference Date, and (iii) one-third if the Company achieves a per share closing price equal to \$10.00 or more during any 10-consecutive trading days after the Grant Date but before the Reference Date, in each case subject to continued employment. In the event a Change in Control occurs before the Reference Date, any unvested portion of the Performance-Based Option will vest in accordance with the above schedule based on the Company attaining the specified stock price immediately prior to the closing of such transaction (rather than based on a 10-consecutive trading day period).

In addition, the Letter Agreement provides that during the period of his employment with the Company and for a period of two years thereafter, Mr. Floroiu will not compete anywhere in the world outside the State of California with the Company to develop, sell, market, or offer to sell products that are competitive with any products being developed or sold by the Company.

There is no arrangement or understanding between Mr. Floroiu and any other person pursuant to which he was selected as an officer of the Company and there are no family relationships between Mr. Floroiu and any of the Company’s directors or executive officers. There are no transactions to which the Company is a party and in which Mr. Floroiu has a direct or indirect material interest that would be required to be disclosed under Item 404(a) of Regulation S-K.

The foregoing descriptions of the Separation Agreement and the Letter Agreement are qualified in their entireties by reference to the full text of each agreement, which are attached as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and incorporated in this Item 5.02 by reference.

On June 15, 2020, the Company issued a press release announcing the resignation of Dr. Latour and the appointment of Mr. Floroiu as Chief Executive Officer. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
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|------|--|
| 10.1 | Separation Agreement, dated June 14, 2020, between Vaxart, Inc. and Wouter W. Latour, M.D. |
| 10.2 | Letter Agreement, dated June 14, 2020, between Vaxart, Inc. and Andrei Floroiu. |
| 99.1 | Press Release, dated June 15, 2020. |
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Vaxart, Inc.

Dated: June 15, 2020

By: /s/ Andrei Floroiu
Andrei Floroiu
Chief Executive Officer

SEPARATION AGREEMENT

This Separation Agreement (this “Agreement”) is made and entered into as of June 14, 2020, by and between Wouter Latour, M.D. (“Executive”) and Vaxart, Inc. (the “Company”). The Company and Executive are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

1. Separation. Executive’s employment with the Company and its affiliates is hereby terminated as of June 14, 2020 (the “Separation Date”), and pursuant to the Letter of Resignation attached as Exhibit A to this Agreement, Executive has resigned from his employment, any and all positions, with the Company and its affiliates (other than his position as Chairman of the Board of Directors). Executive will continue to serve on the Board of Directors, subject to re-election by stockholders. However, Executive will not be eligible for and shall not receive any non-employee director cash retainers or equity compensation under the Company’s director compensation program for his services as a director for the period commencing on the Separation Date and ending on the date immediately prior to the Company’s next annual meeting of stockholders, at which time Executive shall commence participation in the Company’s director compensation program, provided he is re-elected to the Board by stockholders.

2. Payments and Benefits.

(a) Earned Benefits. Except as provided herein, all Company-provided benefits ceased to accrue as of the Separation Date. Executive shall be provided the earned payments and benefits set forth as the “Earned Benefits” in Exhibit B hereto.

(b) Separation Benefits. In consideration of, and subject to and conditioned upon Executive’s execution and non-revocation of the Release attached as Exhibit C to this Agreement (the “Release”) and the effectiveness of such Release as provided in Section 3 of this Agreement, the Company shall pay or provide to Executive the payments and benefits contemplated by Section 4(b) of the Vaxart, Inc. Severance Benefit Plan (the “Severance Plan”) to which Executive is entitled upon a Non-CIC Termination (and as set forth as “Severance Payments” on Exhibit B hereto), in each case upon the terms, and subject to the conditions, of the Severance Plan and Exhibit B, along with such additional benefits set forth on Exhibit B.

(c) Full Payment. Executive acknowledges that the payments and arrangements contained in this Agreement (including Exhibit B) shall constitute full and complete satisfaction of any and all amounts properly due and owing to Executive as a result of his employment with the Company and its affiliates and his termination therefrom.

3. Release of Claims. Executive agrees that, as a condition to Executive’s right to receive the payments and benefits set forth in Section 2(b) of this Agreement, within 60 calendar days following the Separation Date (the “Release Period”), Executive shall execute and deliver the Release to the Company. If Executive fails to execute and deliver the Release to the Company during the Release Period, or if the Release is revoked by Executive or otherwise does not become effective and irrevocable in accordance with its terms, then Executive will receive only the Earned Benefits and will not be entitled to any other payment or benefit under Section 2(b) of this Agreement.

4. Conditions and Restrictive Covenants. Executive specifically acknowledges and agrees that he remains obligated to comply with the following provisions of the Severance Plan, which provisions shall continue to apply, in accordance with their terms, on and after the Separation Date, notwithstanding Executive’s termination of employment: Section 5 (Conditions and Limitations on Benefits), Section 6 (Tax Matters), Section 7 (Reemployment), Section 8 (Clawback; Recovery), Section 9 (Right to Interpret Plan), Section 11 (Legal Construction), Section 12 (Claims, Inquiries and Appeals) and Section 13 (Basis of Payments to and From Plan). In addition, Executive acknowledges and reaffirms his obligations under the Confidentiality Agreement (as defined in Section 3(b) of the Severance Plan), which agreement shall continue to apply, in accordance with its terms, on and after the Separation Date, notwithstanding Executive’s termination of employment.

5. Miscellaneous.

(a) Withholding. The Company or its affiliates, as applicable, may withhold from any amounts payable or benefits provided under this Agreement such federal, state, local, foreign or other taxes as will be required to be withheld pursuant to any applicable law or regulation (or require Executive to make arrangements satisfactory to the Company for the payment of such required withholding taxes).

(b) Successors. This Agreement is personal to Executive and without the prior written consent of the Company will not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement will inure to the benefit of and be enforceable by Executive's surviving spouse, heirs and legal representatives. This Agreement will inure to the benefit of and be binding upon the Company and its affiliates, and their respective successors and assigns.

(c) Final and Entire Agreement; Amendment. Except with respect to the provisions of the other documents referenced herein, this Agreement, together with the Exhibits and the other documents referenced herein, represents the final and entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel with respect to the subject matter hereof. This Agreement and its exhibits control over inconsistent terms in prior documents, plans, policies or agreements. The Company may not modify or take any action under the Severance Plan or any equity or bonus plan to reduce, revoke or deny Executive the benefits and rights in Exhibit B, unless required by law. Executive has not relied upon any representations, promises or agreements of any kind except those set forth herein in signing this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the Parties, and stating the intent of the Parties to amend this Agreement.

(d) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflict of laws principles, except to the extent preempted by the Employee Retirement Income Security Act of 1974, as amended.

(e) Notices. All notices and other communications hereunder will be in writing and will be given by hand delivery or via e-mail to the other Party or by registered or certified mail, return receipt requested, postage prepaid, or by overnight courier, addressed as follows: (i) if to Executive: at Executive's most recent address on the records of the Company; and (ii) if to the Company: Vaxart, Inc., c/o Todd Davis, Chair of the Compensation Committee, 385 Oyster Point Boulevard, Suite 9A, South San Francisco, CA 94080, Email: tdavis@royaltyrxcapital.com, or to such other address as either Party will have furnished to the other in writing in accordance herewith. Notice and communications will be effective on the date of delivery if delivered by hand or e-mail, on the first business day following the date of dispatch if delivered utilizing overnight courier, or three business days after having been mailed, if sent by registered or certified mail.

(f) Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or other electronic transmission), each of which will be deemed an original, but all of which taken together will constitute one original instrument.

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

VAXART, INC.

By: /s/ Andrei Floroiu
Its: CEO

EXECUTIVE

/s/ Wouter Latour, M.D.
Wouter Latour, M.D.

EXHIBIT A

Letter of Resignation

June 14, 2020

Vaxart, Inc.
385 Oyster Point Boulevard
Suite 9A
South San Francisco, CA 94080
Attn: Todd Davis

Effective as of 12:00 a.m. Eastern Time on June 14, 2020, I hereby resign (i) from any and all positions held by me as an officer, including as Chief Executive Officer, of Vaxart, Inc. (the "Company"), other than as Chairman of the Board of the Company, and (ii) from any and all positions held by me as an officer or director of any subsidiaries or affiliates of the Company.

Sincerely,

Wouter Latour, M.D.

EXHIBIT B
SEPARATION PAYMENTS AND BENEFITS
UNDER THE SEVERANCE PLAN

Description of Payment/Benefit	Payment Terms
Earned Benefits under Section 4(a) of the Severance Plan	§The Company shall issue Executive's final paycheck on the Separation Date, which shall include accrued but unpaid PTO, and which shall be in full satisfaction of the Company's obligations to Executive under Section 4(a) of the Severance Plan.
Severance Payments under Section 4(b) of the Severance Plan	<p>§The Company shall pay to Executive an amount equal to \$509,250 (which represents 12 months of his annual base salary), payable in regular installments in accordance with the Company's normal payroll practices, over the 12 month period commencing on the Separation Date (the "Severance Period") per the following terms: (1) the installments shall commence to be paid on the first payroll date that occurs after the Release is received by the Company and becomes effective and irrevocable in accordance with its terms, (2) the first installment shall include as a lump sum all payments (without interest) that accrued from the Separation Date until such first payroll date, and (3) the remaining installments shall be paid as otherwise scheduled for the Severance Period, which amount shall be in full satisfaction of the Company's obligations to Executive under Section 4(b)(i) of the Severance Plan.</p> <p>§If Executive is eligible for and has made the necessary elections for continuation coverage pursuant to COBRA under a group health, dental or vision plan sponsored by the Company, the Company will pay, as and when due directly to the COBRA carrier, the portion of the COBRA premiums paid by the Company prior to the Separation Date which, when coupled with the remaining portion of the COBRA premiums to be paid by Executive, will be sufficient to continue Executive's COBRA coverage for himself and his eligible dependents from the Separation Date until the earliest to occur of (i) the first anniversary of the Separation Date, and (ii) the date on which Executive becomes eligible for health insurance coverage in connection with new employment or self-employment, which amount shall be in full satisfaction of the Company's obligations to Executive under Section 4(b)(ii) of the Severance Plan. Executive agrees to promptly notify the Company as soon as he becomes eligible for health insurance coverage in connection with new employment or self-employment during the one-year period after the Separation Date.</p> <p>§Notwithstanding the foregoing, and except as otherwise provided by the Chair of the Compensation Committee, in the event that Executive fails to return all Company Property (as defined in Section 3(d) of the Severance Plan) in any material respect (and after a reasonable notice and cure period, if such breach is capable of being cured), the Company's obligation to pay the amounts (including remaining Severance Payments, if any) or provide the benefits described above shall terminate and be of no further force or effect and Executive will forfeit his rights to receive any such amounts or benefits.</p>
Equity Awards	<p>§Executive shall continue to vest in any stock options issued under a Company equity plan and held by Executive as of the Separation Date, with continued service on the Board of Directors constituting continued employment with the Company for purposes of the applicable vesting and exercise conditions.</p> <p>§Any unvested restricted share unit award issued under a Company equity plan and held by Executive as of the Separation Date shall remain outstanding in accordance with its terms (other than the continuous service requirement) and shall vest only if the applicable performance goal is achieved by December 31, 2020.</p> <p>§Except as otherwise provided herein, the stock options and restricted share units issued under a Company equity plan and held by Executive as of the Separation Date shall remain outstanding in accordance with their terms. For the avoidance of doubt, in the event of a Change in Control (as defined in the Severance Plan), the equity awards shall vest in accordance with Section 4(c)(iii) of the Severance Plan (unless the Change in Control vesting provisions applicable to the non-employee director equity awards would provide a greater benefit to Executive, in which case the Change in Control vesting provisions applicable to the non-employee director equity awards shall apply to Executive's equity awards).</p>
Retention Bonus	§The Company shall pay to Executive an amount equal to \$105,083 on the first payroll date that occurs after the Release is received by the Company and becomes effective and irrevocable in accordance with its terms, which amount shall be in full satisfaction of the Company's obligations to Executive under the Confidential Retention/Stay Bonus Agreement between Executive and the Company dated February 24, 2020.

EXHIBIT C
RELEASE OF CLAIMS

This Release (this "Release") is made and entered into as of this 14th day of June, 2020, by and between Vaxart, Inc. (the "Company") and Wouter Latour, M.D. ("Executive").

1. Employment Status. Executive's employment with the Company and its affiliates terminated effective as of June 14, 2020 (the "Separation Date").

2. Payments and Benefits. Upon the effectiveness of the terms set forth herein, the Company shall provide Executive with the benefits set forth in Section 2(b) of the Separation Agreement between Executive and the Company dated June 14, 2020 (the "Separation Agreement"). Executive agrees that Executive has been fully compensated for all work performed through the Separation Date, including the Earned Benefits (as defined in Section 2(a) of the Separation Agreement), and is not entitled to receive any additional payments as wages, vacation or bonuses except as otherwise provided under Section 2(b) of the Separation Agreement.

3. No Liability. This Release does not constitute an admission by the Company or any of its parents, subsidiaries, affiliates, divisions, officers, directors, partners, agents, or employees, or by Executive, of any unlawful acts or of any violation of federal, state or local laws.

4. General Release.

(a) In consideration of the payments and benefits set forth in Section 2 above, Executive for himself, his heirs, administrators, representatives, executors, successors and assigns ("Releasors") does hereby irrevocably and unconditionally release, acquit and forever discharge the Company and each of its parents, subsidiaries, affiliates, divisions, successors, assigns, officers, directors, partners, agents, attorneys, and former and current employees, including without limitation all persons acting by, through, under or in concert with any of them (collectively, the "Releasees"), and each of them, from any and all claims, demands, actions, causes of action, costs, attorney fees, and all liability whatsoever, whether known or unknown, fixed or contingent, which Executive has, had, or may ever have against the Releasees relating to or arising out of Executive's employment or separation from employment with the Company from the beginning of time and up to and including the date Executive executes this Release (collectively "Claims").

This Release includes, without limitation, (i) law or equity claims; (ii) contract (express or implied) or tort claims; (iii) claims for wrongful discharge, retaliatory discharge, whistle blowing, libel, slander, defamation, unpaid compensation, intentional infliction of emotional distress, fraud, public policy, contract or tort, and implied covenant of good faith and fair dealing; (iv) claims arising under any federal, state, or local laws of any jurisdiction, including those that prohibit age, sex, race, national origin, color, disability, religion, veteran, military status, sexual orientation, or any other form of discrimination, harassment, or retaliation (including without limitation under the Age Discrimination in Employment Act of 1967 as amended by the Older Workers Benefit Protection Act, the National Labor Relations Act, Executive Order 11246, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991, Section 1981 of the Civil Rights Act of 1966, the Equal Pay Act of 1962, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Genetic Information Non-discrimination Act, the Sarbanes-Oxley Act, the Employee Polygraph Protection Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Equal Pay Act, the Lilly Ledbetter Fair Pay Act, the Post-Civil War Civil Rights Act (42 U.S.C. §§1981-1988); (v) any claims arising under California law, including the California Fair Employment and Housing Act (FEHA), the California Labor Code, and the California Constitution, or any other foreign, federal, state or local law or judicial decision, (vi) claims arising under the Employee Retirement Income Security Act (excluding claims for amounts that are vested benefits or that Executive is otherwise entitled to receive under any employee benefit plan of the Company or any of its affiliates in accordance with the terms of such plan and applicable law), (vi) any other statutory or common law claims related to Executive's employment with the Company or the separation of Executive's employment with the Company.

However, this Release excludes, and Executive does not waive, release, or discharge: (A) any obligation of the Company under the Separation Agreement; (B) any right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other similar federal or state administrative agencies, although Executive waives any right to monetary relief related to any filed charge or administrative complaint; (C) claims that cannot be waived by law, such as claims for unemployment benefit rights and workers' compensation; (D) indemnification rights Executive has against the Company under applicable corporate law, the by-laws or certificate of incorporation of the Company or any of its affiliates, or as an insured under any director's and officer's liability insurance policy now or previously in force; (E) any right to file an unfair labor practice charge under the National Labor Relations Act; and (F) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements.

(b) Waiver of California Civil Code Section 1542. This Release is intended to be effective as a general release of and bar to all claims as stated in this Section. Accordingly, the Releasors specifically waive all rights under California Civil Code Section 1542, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Executive acknowledges that Executive may later discover claims or facts in addition to or different from those which Executive now knows or believes to exist with regards to the subject matter of this Release, and which, if known or suspected at the time of executing this Release, may have materially affected its terms. Nevertheless, the Releasors waive any and all Claims that might arise as a result of such different or additional claims or facts.

5. Specific Release of ADEA Claims. In further consideration of the payments and benefits provided to Executive in this Release, Executive hereby irrevocably and unconditionally fully and forever waive, release, and discharge the Releasees from any and all claims, whether known or unknown, from the beginning of time through the date of Executive's execution of this Release arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. By signing this Release, Executive hereby acknowledges and confirms that:

(a) Executive has read this Release in its entirety and understands all of its terms;

(b) by this Release, Executive has been advised in writing to consult with an attorney of Executive's choosing as Executive believed was necessary before signing this Release;

(c) Executive knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Release including, without limitation, the waiver, release, and covenants contained in it;

(d) Executive is signing this Release in exchange for good and valuable consideration in addition to anything of value to which Executive Employee is otherwise entitled;

(e) Executive was given at least twenty-one (21) days to consider the terms of this Release and consult with an attorney of Executive's choice, although Executive may sign it sooner if desired;

(f) Executive understands that he has seven (7) days after signing this Release to revoke it by delivering notice of revocation to the Company under Section 8 hereof before the end of this seven-day period; and

(g) Executive understands that the release contained herein does not apply to rights and claims that may arise after Executive signs this Release.

6. Protected Activity. Nothing contained in this Release limits Executive's ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing in this Release or any other Company agreement, policy, practice, procedure, directive or instruction shall prohibit Executive from reporting possible violations of federal, state or local laws or regulations to any Government Agency or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. Executive does not need prior authorization of any kind to make any such reports or disclosures and Executive is not required to notify the Company that Executive has made such reports or disclosures. If Executive files any charge or complaint with any Government Agency, and if the Government Agency pursues any claim on Executive's behalf, or if any other third party pursues any claim on Executive's behalf, Executive waives any right to monetary or other individualized relief (either individually, or as part of any collective or class action) that arises out of alleged facts or circumstances on or before the effective date of this Release; provided that nothing in this Release limits any right Executive may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission or other Government Agency.

7. Bar. Executive and the Company acknowledge and agree that if he or it should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the other party with respect to any cause, matter or thing which is the subject of the releases under Section 4 of this Release, this Release may be raised as a complete bar to any such action, claim or proceeding, and the applicable Releasee may recover from the other party all costs incurred in connection with such action, claim or proceeding, including attorneys' fees.

8. Notices. All notices and other communications under this Release must be in writing and will be given by hand delivery or via e-mail or by registered or certified mail, return receipt requested, postage prepaid, or by overnight courier, addressed as follows: (i) if to Executive: at Executive's most recent address on the records of the Company; and (ii) if to the Company: Vaxart, Inc., c/o Todd Davis, Chair of the Compensation Committee, 385 Oyster Point Boulevard, Suite 9A, South San Francisco, CA 94080, Email: tdavis@royaltyrxcapital.com, or to such other address as either party will have furnished to the other in writing in accordance herewith. Notice and communications will be effective on the date of delivery if delivered by hand or e-mail, on the first business day following the date of dispatch if delivered utilizing overnight courier, or three business days after having been mailed, if sent by registered or certified mail.

9. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles.

10. Revocation. Executive has a period of seven (7) days following the execution of this Release during which Executive may revoke this Release by delivering written notice to the Company under Section 5 of this Release, and this Release shall not become effective or enforceable until such revocation period has expired. Executive understands that if he revokes this Release, it will be null and void in its entirety, and he will not be entitled to any payments or benefits provided in this Release, including without limitation those under Section 2(b) above.

11. Miscellaneous. This Release is the complete understanding between Executive and the Company in respect of the subject matter of this Release and supersedes all prior agreements relating to the same subject matter. Executive has not relied upon any representations, promises or agreements of any kind except those set forth herein in signing this Release. In the event that any provision of this Release should be held to be invalid or unenforceable, each and all of the other provisions of this Release shall remain in full force and effect. If any provision of this Release is found to be invalid or unenforceable, such provision shall be modified as necessary to permit this Release to be upheld and enforced to the maximum extent permitted by law.

12. Counterparts. This Release may be executed by the parties hereto in counterparts, which taken together shall be deemed one original.

EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS RELEASE. EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EXECUTIVE'S CHOICE BEFORE SIGNING THIS RELEASE. EXECUTIVE FURTHER ACKNOWLEDGES THAT HIS SIGNATURE BELOW IS AN AGREEMENT TO RELEASE THE COMPANY AND RELEASEES FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

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

VAXART, INC.

By: _____

Its: _____

EXECUTIVE

Wouter Latour, M.D.

June 14, 2020

Mr. Andrei Floroiu
385 Oyster Point Boulevard
South San Francisco, CA 94080

Dear Andrei,

On behalf of Vaxart, Inc. (the "Company"), I am pleased to provide you with this letter agreement (this "Agreement") setting forth the terms and conditions of your employment as President and Chief Executive Officer ("CEO") of the Company, effective as of June 12, 2020 (the "Effective Date").

1. Term. The Company will employ you as CEO, upon the terms and subject to the conditions set forth in this Agreement, for the period beginning on the Effective Date and ending on the date of your termination of employment as set forth in Section 10 below (the "Term").

2. Position and Duties. In your position as CEO, you will report directly to the Board of Directors of the Company (the "Board") and perform such duties and responsibilities as may be properly and lawfully required from time to time by the Board. In this regard, you shall support and implement the business and strategic plans approved from time to time by the Board and shall support and cooperate with the Company's efforts to expand its businesses and operate profitably and in conformity with the business and strategic plans approved by the Board. You will devote your best efforts and full business time, energy and talent to serving as CEO, and will perform your duties conscientiously and faithfully, subject to the reasonable and lawful directions of the Board and in accordance with the policies, rules and decisions adopted from time to time by the Company and the Board. By signing this Agreement, you represent to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties to the Company. During the Term, you may not engage in any other employment, consulting or other business activity that would significantly interfere with the performance of your duties set forth in this Agreement or your fiduciary duties to the Company; provided, however, that you may continue to serve as senior advisor to the chief executive officer of Agenus Inc.

3. Board Service. During the Term you will continue to serve on the Board, subject to re-election by the Company's stockholders. Due to your status as an insider during the Term, however, you will no longer serve on any Board committees and will not receive any non-employee director cash retainers or equity compensation under the Company's director compensation program for your services as a director.

4. Base Salary. During the Term, you will receive a base salary at the annual rate of \$400,000, which shall be payable in regular installments in accordance with the Company's normal payroll practices.

5. Annual Bonus. During the Term, you shall be eligible to participate in the Company's annual bonus program. Your "target" bonus opportunity shall be 50% of your annual base salary, which shall be pro-rated for the 2020 fiscal year. Your payment under the annual bonus program shall be based on the extent to which certain performance objectives established by the Board have been achieved for that year, in the sole discretion of the Board. We anticipate that the performance objectives will include a mix of Company-wide or division-wide financial goals and individual goals. You must be actively employed by the Company at the last day of the fiscal year to be eligible for an annual bonus payment for that fiscal year. Nothing contained in this Section 5 will guarantee you any specific amount of annual bonus compensation.

6. Success Bonus. You shall be eligible to for a bonus equal to \$100,000 (the "Success Bonus") if you remain continuously employed through the earlier of the following dates (a) the date that the Company executes a substantial strategic agreement, as determined by the Board (a "Strategic Agreement"), and (b) the date on which a Change in Control (as defined below) occurs (the earliest such date being the "Vesting Date"), in either case on or before November 30, 2020. If earned, the Success Bonus will be paid to you within 15 business days after the Vesting Date. In the event that your employment with the Company terminates for any reason (or no reason) prior to the Vesting Date, or a Vesting Date does not occur by November 30, 2020, then the Success Bonus will be forfeited without further action or notice.

7. Stock Options.

(a) As of June 15, 2020 (the "Grant Date"), the Company will grant to you an option to purchase 845,280 shares of the Company's common stock under the Company's 2019 Equity Incentive Plan (the "Equity Plan") at a strike price equal to the closing price of the Company's common stock on the Grant Date (the "Time-Based Option"). The Time-Based Option shall vest as follows: 25% on the first anniversary of the Grant Date and 75% in equal monthly installments over the three-year period commencing on such first anniversary, with accelerated vesting with respect to 50% of any then-unvested option shares upon the Company's execution of a Strategic Agreement, and with accelerated vesting in full in the event of a "Change in Control" (as defined under the Equity Plan). Except as specifically provided in this Section 7, the Time-Based Option shall be granted upon the terms, and subject to the conditions, of the Equity Plan and the award agreement evidencing the grant of the Time-Based Option, as provided to senior executives of the Company generally.

(b) As of the Grant Date, the Company will grant to you an option to purchase 900,000 shares of the Company's common stock under the Equity Plan at a strike price equal to the closing price of the Company's common stock on the Grant Date (the "Performance-Based Option"). The Performance-Based Option shall vest as follows: (i) one-third if the Company achieves a per share closing price equal to \$5.00 or more during any 10-consecutive trading days after the Grant Date but before November 30, 2020, or such later date as determined by the Board (the "Reference Date"), (ii) one-third if the Company achieves a per share closing price equal to \$7.50 or more during any 10-consecutive trading days after the Grant Date but before the Reference Date, and (iii) one-third if the Company achieves a per share closing price equal to \$10.00 or more during any 10-consecutive trading days after the Grant Date but before the Reference Date, in each case subject to your continued employment. In the event a Change in Control occurs before the Reference Date, any unvested portion of the Performance-Based Option shall vest in accordance with the above schedule based on the Company attaining the specified stock price immediately prior to the closing of such transaction (rather than based on a 10-consecutive trading day period). Except as specifically provided in this Section 7, the Performance-Based Option shall be granted upon the terms, and subject to the conditions, of the Equity Plan and the award agreement evidencing the grant of the Performance-Based Option, as provided to senior executives of the Company generally.

8. Expenses and Benefits. During the Term, the Company will reimburse you for business expenses, including travel costs while travelling on Company business, in accordance with the Company's regular policy for reimbursement of business expenses applicable to senior executive officers. As a full-time employee, you shall be eligible to participate in all welfare, perquisites, fringe benefit, insurance, retirement and other benefit plans, practices, policies and programs, maintained by the Company and its affiliates applicable to senior executives of the Company generally, in each case as amended from time to time.

9. Indemnification and Insurance. The Company will indemnify you with respect to activities in connection with your employment as CEO to the full extent provided for in its corporate charter, Bylaws or any other indemnification policy or procedure as in effect from time to time and applicable to its other directors and senior executive officers. In addition, you will be named as an insured in your capacities as CEO and as director of the Company on the director and officer liability insurance policy currently maintained, or as may be maintained, by the Company from time to time.

10. Termination of Employment. The Company is excited about you joining us and looks forward to a beneficial and productive relationship. Nevertheless, please note that this offer letter is not a contract of employment for any specific or minimum term and that the employment the Company offers you is terminable at will. This means that our employment relationship is voluntary and based on mutual consent. You may resign your employment and the Company likewise may terminate your employment, at any time, for any reason, with or without cause or advance notice. Any prior oral or written representations to the contrary are void. Notwithstanding any other provision of this Agreement, upon the termination of your employment for any reason, unless otherwise requested by the Board, you shall immediately resign from all positions that you hold with the Company and its affiliates, including the Board and the boards of directors or committees of the Company's affiliates.

11. Severance. You shall participate in the Company's Severance Benefit Plan, as amended from time to time (the "Severance Plan"), subject to applicable eligibility requirements set forth in Section 3 of the Severance Plan. A copy of the Severance Plan is attached. Notwithstanding anything contained in the Severance Plan to the contrary, your "Non-CiC Severance Period", as defined in the Severance Plan, shall be 3 months and your "CiC Severance Period", as defined in the Severance Plan, shall be 6 months.

12. Restrictive Covenant – Outside of CA. You agree that during the period of your employment with the Company and for a period of two (2) years thereafter, you shall not compete anywhere in the world outside the State of California with the Company to develop, sell, market, or offer to sell products that are competitive with any products being developed or sold by the Company.

13. Additional Tax Issues. The Company hereby agrees that, for purposes of determining whether any potential parachute payment to Executive would be subject to an excise tax under Section 4999 of the Internal Revenue Code, the non-compete set forth in Section 12 of this Agreement (the “Non-Compete Provision”) shall be treated as an agreement for the performance of personal services. The Company hereby agrees to take into account the value of any reasonable compensation for personal services rendered or to be rendered by Executive before or after the change in control, including the Non-Compete Provision, and shall cooperate with Executive in good faith when valuing any such services, including the Non-Compete Provision, to minimize Executive’s excise tax under Section 4999 of the Internal Revenue Code, in each case to the extent permitted under applicable law.

14. Miscellaneous. This Agreement, along with any other documents referenced herein, supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company, and constitutes the complete agreement between you and the Company, regarding your position as CEO. This Agreement may not be amended or modified, except by an express written agreement signed by both you and an officer of the Company duly authorized by the Board. Neither party may assign or delegate any of its or his obligations hereunder without the prior written consent of the other party, provided that the Company may assign this Agreement in connection with a sale or other disposition of all or substantially all of its assets. This Agreement will be binding upon and will inure to the benefit of you and your administrators, executors, heirs and permitted assigns, and the Company and its successors and permitted assigns. The terms of this Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or arising out of, related to, or in any way connected with, this Agreement, your employment with the Company or any other relationship between you and the Company will be governed by New York law, excluding laws relating to conflicts or choice of law. In any action between the parties arising out of or relating to any such disputes, each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in New York City. The Company and its affiliates may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company and its affiliates are required to withhold pursuant to any law or government regulation or ruling. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Conditions. Notwithstanding anything set forth herein to the contrary, your commencement of, and continued employment with, the Company is contingent upon: (a) verification of your right to work in the United States, as demonstrated by your completion of the I-9 form upon hire and your submission of acceptable documentation (as noted on the I-9 form) verifying your identity and work authorization within 3 calendar days after starting employment; (b) satisfactory verification of a background investigation and positive reference, and (c) you signing the Company’s standard Employee Invention Assignment and Confidentiality Agreement in a form to be provided by the Company prior to the Effective Date. Your employment may be immediately terminated by the Company if any of the above conditions are not satisfied, with any such termination to be treated as a termination by the Company for “Cause” under the Severance Plan.

(Signatures are on the following page)

Once again, I am pleased to extend this offer of employment. Please confirm your agreement with these terms by signing below and return a copy for our files. If you have any questions, or need additional information, please give me a call.

Sincerely,

VAXART, INC.

By: /s/ Todd C. Davis

Todd Davis, Chair of the Compensation
Committee

AGREED AND ACCEPTED:

By: /s/ Andrei Floroiu

Andrei Floroiu

June 14, 2020

Date



Vaxart, Inc. Appoints New CEO to Accelerate Advancement of COVID-19 and Other Programs

*Andrei Floroiu Appointed Chief Executive Officer
Wouter Latour, MD, to Continue as Chairman of the Board*

SOUTH SAN FRANCISCO, Calif.-- (BUSINESS WIRE) – June 15, 2020 -- Vaxart, Inc. (“Vaxart” or the “Company”), a clinical-stage biotechnology company developing oral recombinant vaccines that are administered by tablet rather than by injection, announced that effective today it has appointed Andrei Floroiu as Chief Executive Officer. Mr. Floroiu is a highly experienced biopharma executive with a proven track record of value creation, with substantial financial, strategic and operational experience in the vaccine and biopharmaceutical industry. He has served as a member of Vaxart’s Board of Directors since April 2020 and will continue on the board while serving as Chief Executive Officer. Wouter Latour, MD will remain as Chairman of the Board and a director of the Company.

“I am delighted to welcome Andrei to Vaxart and want to express my deepest confidence in him as we transition Vaxart’s leadership,” said Dr. Latour. “It has been an honor to lead this incredibly talented team and advance the clinical programs of the Company for the last eight years, and the Board of Directors and I are looking forward to working with Andrei and the management team to drive the Company to the next stage of growth.”

Mr. Floroiu was most recently with Agenus, Inc., an immuno-oncology and vaccine pioneer, where he held executive positions and was responsible for structuring strategic partnerships and other transactions, including the origination and execution of a \$115 million royalty transaction based on GSK’s Shingrix vaccine. Prior to Agenus, Mr. Floroiu was a Managing Director at Exigo Capital providing strategic advice to C-suite executives and Boards. Mr. Floroiu also brings prior biopharma investment and advisory experience with The Invus Group, a leading healthcare investment firm, and McKinsey & Co, a leading management consultancy. Mr. Floroiu holds an MBA from the Wharton School, an MSc from the University of Maryland, and an Engineering degree from the Politechnica University of Bucharest.

“This is an exciting time for Vaxart, with tremendous prospects for growth and value creation in the new world ushered in by the coronavirus crisis,” said Andrei Floroiu. “Wouter and the Vaxart team brought the company to the remarkable position of playing a potentially crucial role in the reopening of America, and the world, by rapidly advancing the development of what could be the most effective and most convenient COVID-19 vaccine. I am convinced that our work on COVID-19 will further validate the unique potential of Vaxart’s oral vaccine technology against other viral threats and as a rapid response pandemic platform. Our strong balance sheet, with almost \$30 million in cash as of March 31st, enables us to intensify our efforts, while also building upon the interest in the Company’s disruptive vaccine platform.”

“With Andrei’s appointment, we are pleased to have a seasoned executive with experience in vaccines and business development to build out the Company and set it on a path of sustainable growth,” said Steven Boyd, a member of Vaxart’s Board of Directors. “As Vaxart’s largest institutional investor, and having personally known Andrei since we both worked at McKinsey, I have great confidence in his ability to generate substantial shareholder value by unlocking the Company’s tremendous potential. Vaxart has a strong balance sheet, a recurring royalty stream from Inavir® marketed by Daiichi Sankyo to provide working capital, and multiple potential partnership opportunities.”

About Vaxart

Vaxart is a clinical-stage biotechnology company primarily focused on developing oral recombinant protein vaccines based on its proprietary oral vaccine platform. Vaxart’s vaccines are designed to generate broad and durable immune responses that protect against a wide range of infectious diseases and may also be useful for the treatment of chronic viral infections and cancer. Vaxart’s vaccines are administered using a convenient room temperature-stable tablet, rather than by injection. Vaxart believes that tablet vaccines are easier to distribute and administer than injectable vaccines and have the potential to significantly increase vaccination rates. Vaxart’s development programs include oral tablet vaccines that are designed to protect against coronavirus, norovirus, seasonal influenza and respiratory syncytial virus (RSV), as well as a therapeutic vaccine for human papillomavirus (HPV). For more information, please visit www.vaxart.com.

Forward-Looking Statements

This press release contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical facts, included in this press release regarding Vaxart's strategy, prospects, plans and objectives, results from pre-clinical and clinical trials, commercialization agreements and licenses, beliefs and expectations of management are forward-looking statements. These forward-looking statements may be accompanied by such words as "should," "believe," "could," "potential," "will," "expected," "plan" and other words and terms of similar meaning. Examples of such statements include, but are not limited to, statements relating to Vaxart's ability to develop and commercialize its product candidates and clinical results and trial data (including plans with respect to the COVID-19 vaccine product candidates); the ability of Vaxart's management team to build out the Company drive sustainable growth and value creation; expectations regarding the future contributions of Vaxart's management team; potential partnership opportunities; Vaxart's potential role in the reopening of America, and the world; Vaxart's expectations regarding the effectiveness and convenience of any COVID-19 vaccine; and Vaxart's expectations with respect to the important advantages it believes its oral vaccine platform can offer over injectable alternatives, particularly for mucosal pathogens such as norovirus, flu and RSV, as well as coronaviruses such as SARS, MERS and SARS-CoV-2. Vaxart 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. Actual results or events could differ materially from the plans, intentions, expectations and projections disclosed in the forward-looking statements. Various important factors could cause actual results or events to differ materially from the forward-looking statements that Vaxart makes, including uncertainties inherent in research and development, including the ability to meet anticipated clinical endpoints, commencement and/or completion dates for clinical trials, regulatory submission dates, regulatory approval dates and/or launch dates, as well as the possibility of unfavorable new clinical data and further analyses of existing clinical data; the risk that clinical trial data are subject to differing interpretations and assessments by regulatory authorities; whether regulatory authorities will be satisfied with the design of and results from the clinical studies; decisions by regulatory authorities impacting labeling, manufacturing processes, and safety that could affect the availability or commercial potential of any product candidate, including the possibility that Vaxart's product candidates may not be approved by the FDA or non-U.S. regulatory authorities; that, even if approved by the FDA or non-U.S. regulatory authorities, Vaxart's product candidates may not achieve broad market acceptance; that a Vaxart collaborator may not attain development and commercial milestones; that Vaxart may experience manufacturing issues and delays due to events within, or outside of, Vaxart's control, including the recent outbreak of COVID-19; that Vaxart may not be able to obtain, maintain and enforce necessary patent and other intellectual property protection; that Vaxart's capital resources may be inadequate; Vaxart's ability to obtain sufficient capital to fund its operations on terms acceptable to Vaxart, if at all; the impact of government healthcare proposals and policies; competitive factors; and other risks described in the "Risk Factors" sections of Vaxart's Quarterly and Annual Reports filed with the SEC. Vaxart does not assume any obligation to update any forward-looking statements, except as required by law.

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