

**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): **September 30, 2019**

Gemphire Therapeutics Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-37809
(Commission File Number)

47-2389984
(IRS Employer
Identification No.)

P.O. Box 130235, Ann Arbor, MI 48113
(Address of principal executive offices) (Zip Code)

(734) 245-1700
(Registrant's telephone number, including area code)

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(s)</u> | <u>Name of each exchange on which registered</u> |
|---------------------------------|--------------------------|--|
| Common Stock, \$0.001 par value | GEMP | Nasdaq |

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.

On September 30, 2019, Gemphire Therapeutics Inc. (the “*Company*” or “*Gemphire*”) entered into amendments (the “*Amendments*”) to the employment agreements of Dr. Steven Gullans, President and Chief Executive Officer of the Company, Dr. Charles L. Bisgaier, Chief Scientific Officer of the Company and Chairman of the Company’s board of directors, and Seth Reno, Chief Commercial Officer of the Company. Pursuant to the Amendments, Dr. Gullans’s annual base salary was reduced to \$24,996, Dr. Bisgaier’s annual base salary was reduced to \$54,636 and Mr. Reno’s annual base salary was reduced to \$206,256. The Amendment with Mr. Reno also allows him to provide consulting services to NeuroBo Pharmaceuticals, Inc. (“*NeuroBo*”), with which the Company entered into an agreement and plan of merger and reorganization (the “*Merger Agreement*”) on July 24, 2019, pursuant to which, among other matters, and subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, NeuroBo will merge with and into a wholly-owned subsidiary of Gemphire, with NeuroBo continuing as the surviving corporation of the merger. Except as amended by the Amendments, all terms and conditions of the employment agreements with such executives (as previously amended) remain unchanged and in full force and effect. The foregoing description of the Amendments is not complete and is qualified in its entirety by reference to the Amendments filed as Exhibits 10.1, 10.2 and 10.3 hereto and incorporated herein by reference.

Item 8.01 Other Events.

The disclosure set forth under Item 5.02 of this report is incorporated herein by reference.

Forward-Looking Statements

This communication contains forward-looking statements (including within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended) concerning Gemphire, NeuroBo and the proposed merger. These statements may discuss goals, intentions and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs of the management of Gemphire, as well as assumptions made by, and information currently available to, management. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as “may,” “will,” “should,” “would,” “expect,” “anticipate,” “plan,” “likely,” “believe,” “estimate,” “project,” “intend,” and other similar expressions. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: the risk that the conditions to the closing of the proposed merger are not satisfied, including the failure to obtain stockholder approval for the proposed merger in a timely manner or at all; uncertainties as to the timing of the consummation of the proposed merger and the ability of each of Gemphire and NeuroBo to consummate the merger; risks related to Gemphire’s ability to correctly estimate and manage its operating expenses and its expenses associated with the proposed merger pending closing; risks related to Gemphire’s continued listing on the Nasdaq Capital Market until closing of the proposed merger; risks related to the failure or delay in obtaining required approvals from any governmental or quasi-governmental entity necessary to consummate the proposed merger; the risk that as a result of adjustments to the exchange ratio, Gemphire stockholders or NeuroBo stockholders could own more or less of the combined company than is currently anticipated; risks related to the market price of Gemphire Common Stock relative to the exchange ratio; the risk that the conditions to payment under the contingent value rights will be not be met and that the contingent value rights may otherwise never deliver any value to Gemphire stockholders; risks associated with the possible failure to realize certain anticipated benefits of the proposed merger, including with respect to future financial and operating results; the ability of Gemphire or NeuroBo to protect their respective intellectual property rights; competitive responses to the merger and changes in expected or existing competition; unexpected costs, charges or expenses resulting from the proposed merger; potential adverse reactions or changes to business relationships resulting from the announcement or completion of the proposed merger; the success and timing of regulatory submissions and pre-clinical and clinical trials; regulatory requirements or developments; changes to clinical trial designs and regulatory pathways; changes in capital resource requirements; risks related to the inability of the combined company to obtain sufficient additional capital to continue to advance its product candidates and its preclinical programs; and legislative, regulatory, political and economic developments. The foregoing review of important factors that could cause actual events to differ from expectations should not be

construed as exhaustive and should be read in conjunction with statements that are included herein and elsewhere, including the risk factors included in Gemphire's most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed with the SEC as well as Gemphire's registration statement on Form S-4, filed with the SEC on September 3, 2019, and the preliminary proxy statement/prospectus/information statement included therein. Gemphire can give no assurance that the conditions to the merger will be satisfied. Except as required by applicable law, Gemphire undertakes no obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

Important Additional Information Will be Filed with the SEC

On September 3, 2019, Gemphire filed a registration statement on Form S-4 with the SEC which included a preliminary proxy statement/prospectus/information statement. A definitive proxy statement/prospectus/information statement will be filed with the SEC and mailed to the stockholders of NeuroBo and Gemphire once the registration statement becomes effective. Each party may file other documents with the SEC in connection with the merger. **INVESTORS AND STOCKHOLDERS OF GEMPHIRE AND NEUROBO ARE URGED TO READ THESE MATERIALS CAREFULLY AND IN THEIR ENTIRETY BECAUSE THEY CONTAIN, OR WILL CONTAIN, IMPORTANT INFORMATION ABOUT GEMPHIRE, NEUROBO, THE MERGER AND RELATED MATTERS.** Investors and stockholders may obtain free copies of the documents filed with the SEC through the website maintained by the SEC at www.sec.gov. Investors and stockholders may also obtain free copies of the documents filed by Gemphire with the SEC by contacting Gemphire by mail at Gemphire Therapeutics Inc., P.O. Box 130235, Ann Arbor, MI 48113, Attention: Corporate Secretary. Investors and stockholders are urged to read the definitive proxy statement/ prospectus/information statement and the other relevant materials when they become available before making any voting or investment decision with respect to the merger.

No Offer or Solicitation

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Participants in the Solicitation

Gemphire and its directors and executive officers and NeuroBo and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Gemphire in connection with the merger. Information regarding the special interests of these directors and executive officers in the merger is included in the proxy statement/prospectus/information statement referred to above. Additional information about Gemphire's directors and executive officers is included in Gemphire's Annual Report on Form 10-K for the year ended December 31, 2018, filed with the SEC on March 18, 2019. These documents are available free of charge at the SEC website (www.sec.gov) and from the Corporate Secretary of Gemphire at the address above.

Item 9.01 Financial Statements and Exhibits.

| Exhibit No. | Description |
|--------------------|--|
| 10.1 | <u>Second Amendment to Employment Agreement between Gemphire Therapeutics Inc. and Dr. Steven Gullans dated September 30, 2019.</u> |
| 10.2 | <u>Second Amendment to Employment Agreement between Gemphire Therapeutics Inc. and Dr. Charles L. Bisgaier dated September 30, 2019.</u> |
| 10.3 | <u>Second Amendment to Employment Agreement between Gemphire Therapeutics Inc. and Seth Reno dated September 30, 2019.</u> |

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: October 3, 2019

GEMPHIRE THERAPEUTICS INC.

By: /s/ Dr. Steven Gullans
Name: Dr. Steven Gullans
Title: President and Chief Executive Officer

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made effective as of the 30th day of September, 2019, by and between GEMPHIRE THERAPEUTICS INC. (the "**Company**") and STEVEN GULLANS (the "**Executive**").

RECITALS

The Company and the Executive entered into an Employment Agreement dated effective May 1, 2018, as amended by the First Amendment to Employment Agreement dated effective July 24, 2019 (the "**Employment Agreement**"). The Company and the Executive now wish to further amend the Employment Agreement as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties agree as follows:

1. **AMENDMENT TO SECTION 2(C)(I) OF THE EMPLOYMENT AGREEMENT.** The Company and the Executive agree that the first sentence of Section 2(c)(i) of the Employment Agreement shall be amended to read as follows:

“(i) **Base Salary.** During the Employment Period, the Executive shall receive an annual base salary (the "**Annual Base Salary**") of \$24,996.00 subject to applicable withholding taxes, which shall be paid in accordance with the Company's normal payroll practices for senior executive officers of the Company as in effect from time to time.”

2. **WRITTEN CONSENT.** The Executive agrees that this Amendment shall constitute Executive's written consent for purposes of clause (A) in the definition of Termination for Good Reason in the Employment Agreement and that this change shall not otherwise constitute any of the events listed in the definition of Termination for Good Reason in the Employment Agreement.

3. **SECTION 409A.** This Amendment and all transactions in connection therewith are intended to be exempt from or in compliance with Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**"), but under no circumstances shall the Company be liable to any tax, interest or penalty imposed on the employee or other detriment suffered by the employee under Section 409A or for any other adverse tax consequences to the employee resulting from this Amendment.

4. **CONSTRUCTION.** Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Employment Agreement. The terms of this Amendment amend and modify the Employment Agreement as if fully set forth in the Employment Agreement. If there is any conflict between the terms, conditions and obligations of this Amendment and the Employment Agreement, this Amendment's terms, conditions and obligations shall control. All other provisions of the Employment Agreement not specifically modified by this Amendment are preserved. This Amendment may be executed in counterparts (including via facsimile, .pdf or other electronic means of execution and delivery), each of which shall be deemed an original, and all of which together shall constitute one and the same document.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS HEREOF, the Company and the Executive have executed this Amendment effective as of the date first written above.

THE EXECUTIVE:

THE COMPANY:

GEMPHIRE THERAPEUTICS INC.

/s/ STEVEN GULLANS
STEVEN GULLANS

By: /s/ PEDRO LICHTINGER
Name: Pedro Lichtinger
Title: Chairman of the Compensation Committee

SIGNATURE PAGE TO
SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made effective as of the 30th day of September, 2019, by and between Gemphire Therapeutics Inc. (the "**Company**") and CHARLES L. BISGAIER (the "**Executive**").

RECITALS

The Company and the Executive entered into an Employment Agreement dated effective April 15, 2016, as amended by the First Amendment to Employment Agreement dated effective July 24, 2019 (the "**Employment Agreement**"). The Company and the Executive now wish to further amend the Employment Agreement as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties agree as follows:

1. AMENDMENT TO SECTION 2(B)(I) OF THE EMPLOYMENT AGREEMENT. The Company and the Executive agree that the first sentence of Section 2(b)(i) of the Employment Agreement shall be amended to read as follows:

"(i) **Base Salary.** During the Employment Period, the Executive shall receive an annual base salary (the "**Annual Base Salary**") of \$54,636.00 subject to applicable withholding taxes, which shall be paid in accordance with the Company's normal payroll practices for senior executive officers of the Company as in effect from time to time."

2. WRITTEN CONSENT. The Executive agrees that this Amendment shall constitute Executive's written consent for purposes of clause (A) in the definition of Termination for Good Reason in the Employment Agreement and that this change shall not otherwise constitute any of the events listed in the definition of Termination for Good Reason in the Employment Agreement.

3. SECTION 409A. This Amendment and all transactions in connection therewith are intended to be exempt from or in compliance with Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**"), but under no circumstances shall the Company be liable to any tax, interest or penalty imposed on the employee or other detriment suffered by the employee under Section 409A or for any other adverse tax consequences to the employee resulting from this Amendment.

4. CONSTRUCTION. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Employment Agreement. The terms of this Amendment amend and modify the Employment Agreement as if fully set forth in the Employment Agreement. If there is any conflict between the terms, conditions and obligations of this Amendment and the Employment Agreement, this Amendment's terms, conditions and obligations shall control. All other provisions of the Employment Agreement not specifically modified by this Amendment are

preserved. This Amendment may be executed in counterparts (including via facsimile, .pdf or other electronic means of execution and delivery), each of which shall be deemed an original, and all of which together shall constitute one and the same document.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS HEREOF, the Company and the Executive have executed this Amendment effective as of the date first written above.

THE EXECUTIVE:

THE COMPANY:

GEMPHIRE THERAPEUTICS INC.

/s/ CHARLES L. BISGAIER
CHARLES L. BISGAIER

By: /s/ STEVEN GULLANS
Name: Steven Gullans
Title: President and Chief Executive Officer

SIGNATURE PAGE TO
SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made effective as of the 30th day of September, 2019, by and between Gemphire Therapeutics Inc. (the "**Company**") and SETH RENO (the "**Executive**").

RECITALS

The Company and the Executive entered into an Employment Agreement dated effective August 15, 2016, as amended by the First Amendment to Employment Agreement dated effective July 24, 2019 (the "**Employment Agreement**"). The Company and the Executive now wish to further amend the Employment Agreement as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties agree as follows:

1. AMENDMENT TO SECTION 2(A)(II) OF THE EMPLOYMENT AGREEMENT. The Company and the Executive agree that Section 2(a)(ii) of the Employment Agreement shall be amended to read as follows:

"(ii) During the Employment Period, and excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive agrees to devote reasonable attention and time during normal business hours and on a full time basis to the business and affairs of the Company, to discharge the responsibilities assigned to the Executive hereunder, and to use the Executive's reasonable best efforts to perform faithfully and efficiently such responsibilities. During the Employment Period it shall not be a violation of this Agreement for the Executive to (A) be employed by the Company or any of its subsidiaries or Affiliates, (B) serve on corporate, civic or charitable boards, committees, or advisory boards, (C) deliver lectures, fulfill speaking engagements or teach at educational institutions, (D) manage personal investments, and (E) perform consulting work for NeuroBo Pharmaceuticals, Inc., so long as such activities do not significantly interfere with the performance of the Executive's responsibilities as an employee of the Company in accordance with this Agreement."

2. AMENDMENT TO SECTION 2(B)(I) OF THE EMPLOYMENT AGREEMENT. The Company and the Executive agree that the first sentence of Section 2(b)(i) of the Employment Agreement shall be amended to read as follows:

"(i) **Base Salary.** During the Employment Period, the Executive shall receive an annual base salary (the "**Annual Base Salary**") of \$206,256, subject to applicable withholding taxes, which shall be paid in accordance with the Company's normal payroll practices for senior executive officers of the Company as in effect from time to time."

3. WRITTEN CONSENT. The Executive agrees that this Amendment shall constitute Executive's written consent for purposes of clause (A) in the definition of Termination for Good

Reason in the Employment Agreement and that this change shall not otherwise constitute any of the events listed in the definition of Termination for Good Reason in the Employment Agreement.

4. **SECTION 409A.** This Amendment and all transactions in connection therewith are intended to be exempt from or in compliance with Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**"), but under no circumstances shall the Company be liable to any tax, interest or penalty imposed on the Executive or other detriment suffered by the employee under Section 409A or for any other adverse tax consequences to the employee resulting from this Amendment.

5. **CONSTRUCTION.** Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Employment Agreement. The terms of this Amendment amend and modify the Employment Agreement as if fully set forth in the Employment Agreement. If there is any conflict between the terms, conditions and obligations of this Amendment and the Employment Agreement, this Amendment's terms, conditions and obligations shall control. All other provisions of the Employment Agreement not specifically modified by this Amendment are preserved. This Amendment may be executed in counterparts (including via facsimile, .pdf or other electronic means of execution and delivery), each of which shall be deemed an original, and all of which together shall constitute one and the same document.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS HEREOF, the Company and the Executive have executed this Amendment effective as of the date first written above.

THE EXECUTIVE:

THE COMPANY:

GEMPHIRE THERAPEUTICS INC.

/s/ SETH RENO
SETH RENO

By: /s/ STEVEN GULLANS
Name: Steven Gullans
Title: President and Chief Executive Officer

SIGNATURE PAGE TO
SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
