

**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 9, 2021

ALTIMMUNE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-32587
(Commission
File Number)

20-2726770
(I.R.S. Employer
Identification No.)

910 Clopper Road Suite 201S
Gaithersburg, Maryland
(Address of principal executive offices)

20878
(Zip Code)

Registrant's telephone number, including area code: (240) 654-1450

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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	ALT	The NASDAQ Global 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 William Brown as Chief Financial Officer

On December 9, 2021, William Brown, the Chief Financial Officer, principal accounting officer and principal financial officer of Altimmune, Inc. (the “Company”), submitted notice to the Company’s Board of Directors (the “Board”) of his resignation, effective as of December 31, 2021. Mr. Brown is leaving the Company in order to pursue other opportunities and his decision to resign was not the result of any disagreement with the Company.

Appointment of Richard I. Eisenstadt as Chief Financial Officer

On December 13, 2021, the Company issued a press release announcing the decision of the Board to appoint Mr. Richard I. Eisenstadt as the Company’s Chief Financial Officer (“CFO”), effective December 31, 2021. Mr. Eisenstadt will serve as the Company’s principal accounting officer and principal financial officer.

Prior to joining the Company, Mr. Eisenstadt, 63, served as Chief Financial Officer, Secretary and Treasurer of Aytu BioPharma, Inc. (NASDAQ: AYTU) since March 2021, when Aytu BioPharma, Inc. completed a merger with Neos Therapeutics, Inc., where Mr. Eisenstadt served as Chief Financial Officer from May 2014 until the merger in March 2021. Prior to that, Mr. Eisenstadt served as Chief Financial Officer of ArborGen Inc. from January 2013 to May 2014, and as Vice President of Finance and Chief Financial Officer of Tranzyme, Inc., now part of Mallinckrodt plc (NYSE: MNK) from June 2003 to December 2012. He previously held financial leadership positions at Cogent Neuroscience, Inc. and Nimbus CD International, Inc. Mr. Eisenstadt received his M.B.A. from James Madison University and his B.A. in Economics from the University of North Carolina, Chapel Hill.

In connection with Mr. Eisenstadt’s appointment as Chief Financial Officer, the Company and Mr. Eisenstadt entered into a new employment agreement, dated December 10, 2021 (the “Employment Agreement”). Pursuant to the terms of the Employment Agreement, Mr. Eisenstadt will receive an annual salary of \$425,000 and be eligible for an annual bonus, with a target bonus of 40% of his base salary, based on achievement of performance goals established by the compensation committee of the Board. Mr. Eisenstadt will also receive a signing bonus of \$120,000, which will be subject to repayment by Mr. Eisenstadt in the event Mr. Eisenstadt’s employment is terminated by the Company with “Cause” or by reason of Mr. Eisenstadt’s resignation without “Good Reason” (each as defined in the Employment Agreement) on or prior to December 31, 2022. Mr. Eisenstadt will receive an equity grant to purchase 150,000 shares of the Company’s common stock, at an exercise price equal to the fair market value of such shares on the date of grant (the “Option Grant”). Twenty-five percent of the Option Grant will vest and become exercisable on December 31, 2022, and the balance of the Option Grant will vest ratably over thirty-six months thereafter, subject to Mr. Eisenstadt’s continued employment. Mr. Eisenstadt will also receive an equity grant of 50,000 restricted stock units (the “RSU Grant”). Twenty-five percent of the RSU Grant will vest and become exercisable on December 31, 2022, and the balance of the RSU Grant will vest in equal annual installments for the following three years, subject to Mr. Eisenstadt’s continued employment. Mr. Eisenstadt is also eligible to participate in the Company’s employee benefit plans available to its employees, including its stock option plan, subject to the terms of those plans.

In the event that Mr. Eisenstadt is terminated by the Company without Cause or resigns for Good Reason, Mr. Eisenstadt will be entitled to, subject to his execution of and compliance with a release agreement, (i) cash severance payments in an amount equal to twelve months of Mr. Eisenstadt’s salary existing at the time of his termination, paid in twelve monthly installments and (ii) continuation of COBRA coverage paid by the Company through twelve months following the date of termination.

In the event that Mr. Eisenstadt is terminated without Cause or resigns for Good Reason within twelve months following a “Change in Control” (as defined in the Employment Agreement), Mr. Eisenstadt will be entitled to, subject to his execution of and compliance with a release agreement, (i) cash severance payments equal to the sum of (x) twelve months of Mr. Eisenstadt’s Base Salary (existing at the time of such termination) plus (y) Mr. Eisenstadt’s target Annual Bonus for the year of termination, payable over the twelve month period following such termination; (ii) continuation of COBRA coverage paid by the Company through twelve months following the date of termination and (iii) the acceleration of vesting of all unvested equity awards held by him immediately prior to such termination.

There are no family relationships between Mr. Eisenstadt and any director or executive officer of the Company, and the Company has not entered into any transactions with Mr. Eisenstadt that are reportable pursuant to Item 404(a) of Regulation S-K. Except as described above, there are no arrangements or understandings between Mr. Eisenstadt and any other persons pursuant to which he was appointed as Chief Financial Officer.

The foregoing description of the Employment Agreement is a summary only and is qualified in its entirety by reference to the full text of the Employment Agreement, which is filed herewith as Exhibit 10.1 and incorporated by reference herein in its entirety.

The Company will enter into an indemnification agreement with Mr. Eisenstadt in connection with his employment, which will be in substantially the same form as that entered into with the other executive officers of the Company filed as Exhibit 10.24 to the Company's annual report on Form 10-K and incorporated herein by reference.

Item 7.01. Regulation FD

On December 13, 2021, the Company issued a press release announcing the Employment Agreement with Mr. Eisenstadt and the resignation of Mr. Brown. A copy of the press release is furnished hereto as Exhibit 99.1 and incorporated into this Item 7.01 by reference.

The information in this Item 7.01 of Form 8-K, including the accompanying Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act"), or otherwise subject to the liability of such section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, regardless of the general incorporation language of such filing, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Employment Agreement, dated December 10, 2021, by and between Altimmune, Inc. and Richard I. Eisenstadt.
99.1	Press release of Altimmune, Inc. dated December 13, 2021.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

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.

Date: December 13, 2021

ALTIMMUNE, INC.

By: /s/ Vipin K. Garg

Vipin K. Garg

President and Chief Executive Officer

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into as of December 10, 2021, by and between Richard I. Eisenstadt ("Eisenstadt") and Altimmune, Inc., a Delaware corporation ("Altimmune").

WHEREAS, the Board of Directors of Altimmune (the "Board") desires to employ Eisenstadt, and Eisenstadt desires to be employed by Altimmune pursuant to the terms and conditions set forth in this Agreement;

WHEREAS, Eisenstadt acknowledges that, in executing this Agreement, he has had a reasonable opportunity to seek the advice of independent legal and tax counsel, and has read and understood all of the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Titles, Duties and Responsibilities.

(a) Title and Duties. During the Employment Period (as defined in Section 2 below), Eisenstadt shall serve as Chief Financial Officer of Altimmune and shall have such duties, responsibilities and authority commensurate with such position, and such additional duties and responsibilities commensurate with such position as shall be determined from time to time by the Board. If requested, Eisenstadt shall also serve without additional compensation in such other offices of Altimmune or its subsidiaries or affiliates to which he may be elected or appointed.

(b) Reporting Responsibilities. Eisenstadt shall report directly to the Chief Executive Officer.

(c) Conflicts of Interest and Compliance with Laws. During the Employment Period, Eisenstadt shall devote his entire time, attention, energies and business efforts to the affairs of Altimmune. During the Employment Period, Eisenstadt shall not, without the prior written consent of the Board (x) engage, directly or indirectly, in any other business activity that materially interferes with his duties as set forth in this Agreement and/or that creates a conflict of interest, (y) act as a proprietor, partner, director, officer, executive, consultant, advisor, agent, representative or any other capacity of any entity other than Altimmune and its divisions, subsidiaries and other affiliated entities, regardless of whether such activity is for gain, profit or other pecuniary advantage, or (z) allow or cause Altimmune to participate in any transaction with Eisenstadt, any of his relatives (other than as employees of Altimmune), or any entity in which Eisenstadt or any of his relatives has an interest. Eisenstadt further agrees that he shall not knowingly take any action, or authorize the taking of any action, that contravenes any applicable federal, state, municipal or other political subdivision ordinance, statute or rule, regulation or order of any jurisdiction. Eisenstadt agrees to immediately disclose to the Board any relationship, action or activity that may potentially be subject to the provisions of this Section 1(c).

2. Employment Term. Eisenstadt's employment with Altimmune under this Agreement shall begin on December 31, 2021 (the "Effective Date") and shall continue until terminated pursuant to Section 6 hereof (the "Employment Period"). Eisenstadt's employment with Altimmune is "at-will" and shall continue only so long as mutually agreeable to Eisenstadt and Altimmune, in each case subject to Section 6 hereof.

3. Salary, Bonus and Other Compensation. During the Employment Period, Altimmune shall provide the following salary, bonus and other compensation to Eisenstadt:

(a) Base Compensation. Altimmune shall pay Eisenstadt an initial annual base salary of Four Hundred-Twenty Five Thousand Dollars (\$425,000) per annum ("Base Salary"), payable in substantially equal installments in accordance with Altimmune's normal payroll practices. Eisenstadt's compensation shall be evaluated and adjusted by the Compensation Committee of the Board (the "Committee") on at least an annual basis, provided that in no event shall Eisenstadt's Base Salary be reduced while this Agreement is in effect.

(b) Annual Bonus. In addition to the Base Salary, during each year of the Employment Period starting in 2022, Eisenstadt will be eligible for an annual cash bonus (“Annual Bonus”) with a target award equal to forty percent (40%) of the Base Salary. The Annual Bonus will be subject to all of the terms and conditions of the applicable bonus plan. The actual Annual Bonus payouts will be based on achievement of the individual and/or Altimune performance criteria established for the applicable fiscal year by the Committee in its sole and absolute discretion. Eisenstadt must be actively employed on December 31st of the applicable fiscal year to be eligible for an Annual Bonus payment. The Annual Bonus shall be paid no later than the March 15th of the fiscal year immediately following the fiscal year in which such Annual Bonus was earned.

(c) Signing Bonus. Subject to Eisenstadt’s commencement of employment with Altimune on the Effective Date, Altimune shall pay Eisenstadt a lump sum cash bonus of One Hundred-Twenty Thousand Dollars (\$120,000) (the “Signing Bonus”), payable on the first payroll date following the Effective Date. If Eisenstadt’s employment with Altimune is terminated for any reason prior to the payment of the Signing Bonus, Eisenstadt will not be eligible to receive the Signing Bonus. If Eisenstadt’s employment with Altimune terminates (i) by Altimune for Cause (as defined below) or (ii) by reason of Eisenstadt’s resignation without Good Reason (as defined below), in each case, on or prior to the 12-month anniversary of the Effective Date, then not later than the 60th day following the date of termination of Eisenstadt’s employment, Eisenstadt shall repay to Altimune the full Signing Bonus.

(d) Sign On Incentive Grants. As soon as reasonably practicable following the Effective Date, but in no event later than thirty (30) days following the Effective Date, as a material inducement to Executive entering into this Agreement and becoming an employee of the Company and subject to the approval of the Committee,

(i) Altimune shall grant Eisenstadt an option to purchase One Hundred-Fifty Thousand (150,000) shares of Altimune’s common stock (the “Sign-On Incentive Option”) under the Altimune, Inc. 2017 Omnibus Incentive Plan (the “2017 Plan”) or the 2018 Inducement Grant Plan (the “2018 Plan”), as applicable. The exercise price of the Sign-On Incentive Option shall be equal to the Fair Market Value (as defined in the 2017 Plan or the 2018 Plan, as applicable) of a share of Altimune’s common stock on the grant date. The Sign-On Incentive Option will be an “incentive stock option” to the extent permitted under the Internal Revenue Code of 1986, as amended (the “Code”) and such “incentive stock option” shall be granted under the 2017 Plan. The remaining amount of the Sign-On Incentive Option shall be granted in the form of a non-qualified stock option under the 2018 Plan as an inducement grant consistent with the requirements of NASDAQ Stock Market Rule 5635(c)(4). One hundred percent (100%) of the Sign-On Incentive Option shall be unvested and unexercisable as of the grant date. On the first anniversary of the Effective Date (the “First Vesting Date”), twenty-five percent (25%) of the unvested portion of the Sign-On Incentive Option shall vest and become exercisable, and the aggregate remaining unvested portion of the Sign-On Incentive Option shall vest and become exercisable in substantially equal monthly installments over the thirty-six (36) month period commencing on the first monthly anniversary of the First Vesting Date, subject to Eisenstadt’s continued employment with Altimune on each applicable vesting date (the “Vesting Schedule”). The Sign-On Incentive Option will be governed by the terms and conditions of the 2017 Plan or the 2018 Plan, as applicable, and the stock option agreements approved by the Committee to evidence the grant of the Sign-On Incentive Option; and

(ii) Altimune shall grant Eisenstadt Fifty Thousand (50,000) restricted stock units, which shall be subject to the terms and conditions of the 2018 Plan and the applicable award agreement (the “RSUs”). The RSUs shall be granted as an inducement grant consistent with the requirements of NASDAQ Stock Market Rule 5635(c)(4). One hundred percent (100%) of the RSUs shall be unvested as of the grant date. On the first anniversary of the Effective Date (the “First RSU Vesting Date”), twenty-five percent (25%) of the unvested portion of the RSUs shall vest, and the aggregate remaining unvested portion of the RSUs shall vest in substantially equal annual installments over the three (3) year period commencing on the first annual anniversary of the First RSU Vesting Date, subject to Eisenstadt’s continued employment with Altimune on each applicable vesting date (the “RSU Vesting Schedule”).

(e) Additional Equity Awards. Eisenstadt will be eligible to participate in the Company’s existing equity plan or such other equity based long-term incentive compensation plan, program or arrangement generally made available to senior executive officers of Altimune from time to time, as determined by the Committee in its sole and absolute discretion.

4. **Benefits.** During the Employment Period, Eisenstadt shall be eligible for participation in and shall receive all benefits under welfare benefit, savings and retirement plans provided by Altimmune (including, but not limited to, life insurance, disability insurance, medical insurance, dental insurance) to the extent applicable generally to senior executives of Altimmune, and consistent with the following specific agreements:

(a) **Vacation.** Eisenstadt will be entitled to twenty (20) days of paid vacation and six (6) days of personal and sick leave each calendar year during the Employment Period. At the end of each year, Eisenstadt is permitted to carry over a maximum of twelve (12) days of vacation, personal and sick leave to the subsequent year, subject to applicable law, and any additional days shall be forfeited.

(b) **Health, Vision and Dental Insurance** Eisenstadt will be entitled to participate in all health, vision and dental insurance programs provided by Altimmune to the extent applicable generally to senior executives of Altimmune.

(c) **Commuting Expense Reimbursement.** During the Employment Period, so long as Eisenstadt's primary residence is located within fifty (50) miles of his current residence in Keller, Texas, Altimmune will reimburse Eisenstadt an amount, not to exceed \$25,000 in any one calendar year, to cover all of Eisenstadt's expenses relating to travel to, and lodging near, Altimmune's corporate offices as well as meal expenses ("**Commuting Expenses**"). The stated location may be changed by mutual agreement, and Altimmune's consent to such change shall not be unreasonably withheld. Altimmune shall make a tax gross-up payment to Eisenstadt for any income imputed on Eisenstadt as a result of the reimbursement of Commuting Expenses.

5. **Reimbursement of Business Expenses.** Altimmune shall reimburse Eisenstadt for all reasonable and customary out-of-pocket business expenses incurred by Eisenstadt in the course of his duties (to include monthly expenses to maintain cellular telephone service, but excluding Commuting Expenses), in accordance with Altimmune's policies as in effect from time to time. Eisenstadt shall be required to submit to Altimmune appropriate documentation supporting such out-of-pocket business expenses as a prerequisite to reimbursement in accordance with such policies. Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense or reimbursement described in this Agreement does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code and the Treasury regulations and other guidance issued thereunder, any expense or reimbursement described in this Agreement shall meet the following requirements: (i) the amount of expenses eligible for reimbursement provided to Eisenstadt during any calendar year will not affect the amount of expenses eligible for reimbursement to Eisenstadt in any other calendar year; (ii) the reimbursements for expenses for which Eisenstadt is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit; and (iv) the reimbursements shall be made pursuant to objectively determinable and nondiscretionary company policies and procedures regarding such reimbursement of expenses.

6. **Termination Provisions.**

(a) **Termination by Altimmune for Cause or Termination by Eisenstadt without Good Reason.** Altimmune may terminate Eisenstadt's employment immediately for Cause (as defined below) and Eisenstadt may terminate his employment at any time without Good Reason upon providing Altimmune at least thirty (30) days advance written notice. Upon such termination, Altimmune shall provide Eisenstadt with the following: (i) payment of any accrued Base Salary through and including the date of Eisenstadt's termination to the extent not theretofore paid; (ii) any accrued and unused vacation pay through and including the date of Eisenstadt's termination; (iii) any unreimbursed business expenses in accordance with Section 5 hereof; and (iv) such accrued and vested rights or benefits as may be due to Eisenstadt under any Altimmune sponsored employee benefits plans payable in accordance with the terms and conditions of such plans (the payments and benefits referred to in subclauses (i) through (iv) above shall be collectively referred to as the "**Accrued Obligations**"). In addition, in the event that Altimmune terminates Eisenstadt's employment for Cause or Eisenstadt terminates Eisenstadt's employment without Good Reason, Eisenstadt shall be entitled to receive any earned but unpaid prior year's Annual Bonus (subject to Section 3(b)), payable by Altimmune to Eisenstadt at the same time annual bonuses in respect of the prior year are generally paid to senior executives of Altimmune. Except as provided in this Section 6(a), termination pursuant to this Section 6(a) shall terminate any other rights Eisenstadt may have under this Agreement and shall relieve Altimmune of any other obligations it may have under this Agreement.

For purposes of this Agreement, termination for Cause shall mean the termination of Eisenstadt's employment by Altimmune due to: (i) a material breach by Eisenstadt of his fiduciary duties to Altimmune; (ii) a material breach by Eisenstadt of this Agreement after being given written notice of such breach and a failure to cure within thirty (30) days of such notice; (iii) Eisenstadt's willful failure or refusal to follow Altimmune's written policies after being given written notice of said failure or refusal and a failure to cure within thirty (30) days of such notice; (iv) Eisenstadt's conviction of, or plea of guilty or *nolo contendere*, to a felony; and/or (v) Eisenstadt's continuing and willful refusal to act as directed by the Chief Executive Officer (other than refusal resulting from incapacity due to physical or mental illness or due to an illegal directive by from Chief Executive Officer), after written notice is delivered to Eisenstadt within sixty (60) days of such refusal which identifies said refusal and sets forth a plan of corrective action and a failure to cure within thirty (30) days of such notice.

(b) Termination by Altimmune without Cause or Resignation by Eisenstadt for Good Reason. Altimmune may terminate Eisenstadt's employment without Cause at any time upon prior written notice to Eisenstadt and Eisenstadt may terminate his employment for Good Reason (as defined below). Upon such termination, subject to Eisenstadt's continued compliance with the restrictive covenants set forth in Section 7 and Eisenstadt's execution of and compliance with the Release (as defined below), Altimmune shall provide Eisenstadt with the following:

(i) payment of the Cash Severance Amount (as defined below) in equal monthly installments during the applicable severance period (as determined below) following the effective date of such termination and otherwise payable in accordance with Altimmune's normal payroll practices and subject to Section 6(d) hereof. As used herein, the "Cash Severance Amount" shall be equal to twelve (12) months of Eisenstadt's Base Salary existing at the time of such termination payable over the twelve (12) month period following such termination, except that if such termination occurs within the one (1) year period commencing on the occurrence of a Change in Control (as defined below), the Cash Severance Amount shall instead be equal to the sum of (i) twelve (12) months of Eisenstadt's Base Salary (existing at the time of such termination) plus (ii) Eisenstadt's target Annual Bonus for the year of termination, payable over the twelve (12) month period following such termination;

(ii) subject to Eisenstadt's timely election, and the availability, of continuation coverage under Part 6 of Title I of the Employee Retirement Income Security Act of 1974 (as amended) and Section 4980B of the Code ("COBRA"), Altimmune will pay monthly, on Eisenstadt's behalf, a portion of the cost of such coverage for the twelve (12) months after the date of such termination, which payments will be equal to the amount of the monthly premium for such coverage, less the amount that Eisenstadt would have been required to pay if Eisenstadt had remained an active employee of Altimmune (the "COBRA Assistance"); provided, that if at any time Altimmune determines that the COBRA Assistance would result in a violation of the non-discrimination rules under Section 105(h)(2) of the Code or any other applicable laws, statute or regulation of similar effect (including, but not limited to, the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing the COBRA Assistance, Altimmune will instead pay Eisenstadt fully taxable cash payments equal to, and paid at the same time as, the COBRA Assistance would have otherwise been paid, subject to applicable tax withholdings;

(iii) any earned but unpaid prior year's Annual Bonus (subject to Section 3(b)), payable by Altimmune to Eisenstadt at the same time annual bonuses in respect of the prior year are generally paid to senior executives of Altimmune;

(iv) the Accrued Obligations; and

(v) if such termination occurs within the one (1) year period commencing on the occurrence of a Change in Control, accelerated vesting of all unvested equity awards subject to time-based vesting then outstanding and held by Eisenstadt (for the avoidance of doubt, if such termination does not occur during such one (1) year period, then any accelerated vesting of unvested equity awards shall be at the discretion of the Committee), effective as of the effective date of the Release .

For purposes of this Agreement, resignation for “Good Reason” shall mean the resignation by Eisenstadt of his employment due to: (a) a reduction in Eisenstadt’s Base Salary or target Annual Bonus opportunity; (b) a material diminution in Eisenstadt’s duties and responsibilities; or (c) a relocation by Altimmune of Eisenstadt’s principal place of business for the performance of his duties under this Agreement to a location that is anywhere outside of a 50-mile radius of Gaithersburg, Maryland; provided, however, that Eisenstadt must notify Altimmune within ninety (90) days of the occurrence of any of the foregoing conditions that he considers to be a “Good Reason” condition and provide Altimmune with thirty (30) days in which to cure the condition. If Eisenstadt fails to provide this notice and cure period prior to his resignation, or resigns more than six (6) months after the initial existence of the condition, his resignation will not be deemed to be for “Good Reason.”

For purposes of this Agreement, “Change in Control” means the occurrence of either (i) an acquisition from stockholders of Altimmune (including through purchase, reorganization, merger, consolidation or similar transaction), directly or indirectly, in one or more transactions by a Person (as defined below) (other than any Person or group of Persons consisting solely of shareholders of Altimmune as of the date immediately prior to the consummation of the transaction) of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities representing 50% or more of the combined voting power of the securities of Altimmune entitled to vote generally in the election of directors of the Board, calculated on a fully diluted basis after giving effect to such acquisition, or (ii) the sale or other disposition, directly or indirectly, of all or substantially all of the assets of Altimmune and its subsidiaries, taken as a whole, to any Person (other than any Person or group of Persons consisting solely of shareholders of Altimmune as of the date immediately prior to the consummation of the transaction). For the avoidance of doubt, a transaction effected primarily for the purpose of (x) an equity financing of Altimmune, (y) the reincorporation of Altimmune in a different state, or (z) the formation of a holding company that will be owned exclusively by Altimmune’s stockholders, shall not be a Change in Control for purposes of this Agreement. A “Person” means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, other than employee benefit plans sponsored or maintained by Altimmune and by entities controlled by Altimmune or an underwriter of the capital stock of Altimmune in a registered public offering.

(c) Death or Disability. Eisenstadt’s employment shall terminate automatically upon Eisenstadt’s death. Subject to applicable law, Altimmune may terminate Eisenstadt’s employment due to Eisenstadt’s Disability (as defined below). Upon any such termination, Altimmune shall provide Eisenstadt (or his estate as the case may be) with the Accrued Obligations through the date of termination. The term “Disability” shall mean Eisenstadt becoming physically or mentally disabled such that he is unable to perform his duties to Altimmune for a period of 90 consecutive days.

(d) Limits. Notwithstanding anything herein to the contrary, Altimmune’s obligation to make any payments or benefits to Eisenstadt (including without limitation acceleration of equity vesting) upon termination of his employment under the circumstances described in Section 6(b) (other than the Accrued Obligations) is conditioned upon Eisenstadt’s execution, delivery and non-revocation of a valid and enforceable separation agreement and release of claims in the form provided by Altimmune (the “Release”) that becomes effective within the time period provided in the Release but not later than sixty (60) days after the date of such termination or resignation of employment (and to avoid doubt, the “date of such termination or resignation” shall be the actual last day of Eisenstadt’s employment with Altimmune, as opposed to the day notice of termination or resignation is provided, if earlier). Subject to the foregoing and Section 20 hereof, the Cash Severance Amount will commence to be paid to Eisenstadt on the sixtieth (60th) day following Eisenstadt’s termination or resignation of employment, and such first payment shall include payment of any amounts that would otherwise be due prior thereto. On any termination entitling Eisenstadt to the payments and benefits under Section 6(b), Altimmune and its affiliates shall have no further obligation to make payments under this Agreement other than as specifically provided for in such section.

(e) Resignation from All Positions. Unless the parties otherwise agree in writing, upon the termination or resignation of Eisenstadt’s employment with Altimmune for any reason, Eisenstadt shall be deemed to have resigned, as of the date of such termination or resignation, from and with respect to all positions Eisenstadt then holds as an officer, director or employee with Altimmune and any of its affiliates.

7. Secrecy, Non-Solicitation and Non-Competition.

(a) Secrecy. During the Employment Period and thereafter, Eisenstadt covenants and agrees that he will not, except in performance of Eisenstadt's obligations to Altimune, or with the prior written consent of Altimune pursuant to the authority granted by a resolution of the Board, directly or indirectly, disclose any secret or confidential information that he may learn or has learned by reason of his association with Altimune or use any such information. The term "secret or confidential information" includes, without limitation, information not previously disclosed to the public or to the trade by Altimune's management with respect to Altimune's products, facilities and methods, trade secrets and other intellectual property, systems, procedures, manuals, confidential reports, product price lists, customer lists, member lists, financial information (including the revenues, costs or profits associated with any Altimune's products), business plans, prospects, employee or employees, compensation, or opportunities but shall exclude any information already in the public domain which has been disclosed to the public during the normal course of Altimune's business. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed to prohibit Eisenstadt from reporting possible violations of federal or state law or regulations to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation or protected by other state or federal law. Eisenstadt does not need the prior authorization of Altimune to make any such reports or disclosures and Eisenstadt is not required to notify Altimune that he made such reports or disclosures.

(b) Non-solicitation of Clients and Customers. Eisenstadt covenants and agrees that during the Employment Period and for a period of six (6) months thereafter, he will not solicit, either directly or indirectly, any customer or client of Altimune on behalf of any direct competitor of Altimune for the purpose of diverting business from Altimune. This Agreement extends to prevent Eisenstadt from soliciting on behalf of Eisenstadt or any other individual or entity that seeks to compete with Altimune.

(c) Non-solicitation of Employees. Eisenstadt covenants and agrees that during the Employment Period and for a period of six (6) months thereafter, he shall not directly or indirectly, on his behalf or on behalf of any person or other entity, solicit or induce, or attempt to solicit or induce, any person who is an employee of Altimune, to terminate his or her employment with Altimune.

(d) Noncompetition. In consideration for Altimune's provision to Eisenstadt of secret and confidential information, which Eisenstadt acknowledges is sufficient consideration for the restriction contained herein, Eisenstadt covenants and agrees that during the Employment Period and for a period of six (6) months thereafter, he will not directly or indirectly work for, or engage in sales, marketing or related activities on behalf of, himself or any other person or entity that is a direct competitor of Altimune.

(e) Equitable Relief. Eisenstadt acknowledges and agrees that the services performed by him are special, unique and extraordinary in that, by reason of Eisenstadt's employment, Eisenstadt may acquire confidential information and trade secrets concerning the operation of Altimune, or that Eisenstadt may have contact with or obtain knowledge of Altimune's members or prospects, the use or disclosure of which could cause Altimune substantial loss and damages, which could not be readily calculated and for which no remedy at law would be adequate. Accordingly, Eisenstadt acknowledges and agrees that Altimune shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining Eisenstadt from engaging in activities prohibited by this Section 7 or such other relief as may be required to specifically enforce any of the covenants in this Section 7. Eisenstadt acknowledges and agrees that Altimune shall be entitled to its attorneys' fees and court costs should Altimune successfully pursue legal action to enforce its rights under this Section 7.

(f) Return of Property. Upon termination or resignation of Eisenstadt's employment with Altimune, Eisenstadt shall promptly supply to Altimune all property, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data and any other tangible product or document which has been produced by, received by or otherwise submitted to Eisenstadt during or prior to his employment with Altimune, and any copies thereof in Eisenstadt's (or capable of being reduced to Eisenstadt's) possession.

(g) **Survival.** Any termination of Eisenstadt's employment, of the Employment Period or of this Agreement (or breach of this Agreement by Altimune or Eisenstadt) shall have no effect on the continuing operation of this Section 7.

(h) **Defend Trade Secrets Act of 2016.** Eisenstadt understands that pursuant to the federal Defend Trade Secrets Act of 2016, Eisenstadt shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8. Governing Law. This Agreement is made and entered into in the State of Maryland, without regard to conflict of laws rules, and the laws of the State of Maryland shall govern its validity and interpretation in the performance by the parties of their respective duties and obligations.

9. Consent to Venue. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof, arising out of or relating in any way to the employment of Eisenstadt or termination thereof, shall be brought in the Federal courts located in the State of Maryland; provided, however, that if any of the aforementioned courts is found to lack subject matter jurisdiction, then to the exclusive jurisdiction of the state courts in the State of Maryland. By executing and delivering this Agreement, each party, for itself or himself and in connection with its or his properties, irrevocably (a) accepts generally and unconditionally the exclusive jurisdiction and venue of such courts; (b) waives any defense of *forum non conveniens*; (c) agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the applicable party at its address provided herein; and (d) agrees that service as provided in clause (c) above is sufficient to confer personal jurisdiction over the applicable party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

10. WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, CONTROVERSY OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PARTIES HERETO ARISING OUT OF OR RELATING IN ANY WAY TO THE EMPLOYMENT OF EISENSTADT OR TERMINATION THEREOF OR FOR ANY COUNTERCLAIM THEREIN. THE PARTIES HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT OF COMPETENT JURISDICTION AS PROVIDED HEREIN AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

11. Assistance in Litigation. Eisenstadt shall make himself available, upon the request of Altimune, to testify or otherwise assist in litigation, arbitration, or other disputes involving Altimune, or any of the directors, officers, executives, subsidiaries, or parent corporations of Altimune, at no additional cost during the Employment Period and at any time following the termination of Eisenstadt's employment for any reason; provided, however, in the event such request is made by Altimune after the Employment Period, Eisenstadt shall be reimbursed for any reasonable out-of-pocket expenses incurred with respect thereto and shall also be paid a reasonable daily stipend based on his Base Salary at the time of termination.

12. Notices. Any notice or communication required or permitted to be given to the parties shall be delivered personally or sent by registered or certified mail, postage prepaid and return receipt requested, and addressed or delivered as follows, or to such other address as the party addressed may have substituted by notice pursuant to this Section.

- (a) If to Altimune, to:
Altimune, Inc.
910 Clopper Road, Suite 201S
Gaithersburg, Maryland 20878
Attention: Chief Executive Officer

- (b) If to Eisenstadt, to:
The last address on file with Altimune at the time of Notice.

13. Binding Agreement. This Agreement shall inure to the benefit of and be enforceable by Eisenstadt and his personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. This Agreement shall inure to the benefit of and be enforceable by Altimune and any of its successors and assigns. Altimune will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of Altimune to assume expressly and agree to satisfy all of the obligations under this Agreement in the same manner and to the same extent that Altimune would be required to satisfy such obligations if no such succession had taken place. As used in this Agreement, "Altimune" shall mean "Altimune" as hereinbefore defined and any successor to its respective businesses and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

14. Amendment. This Agreement may not be amended or modified otherwise than by a written agreement executed by Eisenstadt and the Chief Executive Officer or other person authorized by the Board or their respective successors and legal representatives.

15. Construction. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

16. Captions. The captions of this Agreement are inserted for convenience and are not part of the Agreement.

17. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any other respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been part of the Agreement and there shall be deemed substituted therefore such other provision as will most nearly accomplish the intent of the parties to the extent permitted by the applicable law.

18. Survivorship. Upon the expiration or other termination of this Agreement or termination of Eisenstadt's employment for any reason, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

19. Withholding. Altimune may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

20. Section 409A.

(a) Although Altimune does not guarantee the tax treatment of any payments or benefits provided under this Agreement, it is intended that this Agreement will comply with, or be exempt from, Code Section 409A to the extent this Agreement (or any benefit or payment provided hereunder) is subject thereto, and this Agreement shall be interpreted on a basis consistent with such intent.

(b) Notwithstanding any provision to the contrary in this Agreement, if Eisenstadt is deemed on the date of his “separation from service” (within the meaning of Treas. Reg. Section 1.409A-1(h)) with Altimmune to be a “specified employee” (within the meaning of Treas. Reg. Section 1.409A-1(i)), then with regard to any payment or benefit that is considered non-qualified deferred compensation under Code Section 409A payable on account of a “separation from service” that is required to be delayed pursuant to Code Section 409A(a)(2)(B) of the Code (after taking into account any applicable exceptions to such requirement), such payment or benefit shall be made or provided on the date that is the earlier of (i) the date immediately following the expiration of the six-month period measured from the date of Eisenstadt’s “separation from service,” and (ii) the date of Eisenstadt’s death (the “Delay Period”). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 20(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Eisenstadt in a lump sum and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) Notwithstanding any provision of this Agreement to the contrary, for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment that are considered deferred compensation under Code Section 409A, references to Eisenstadt’s “termination of employment” (and corollary terms) with Altimmune shall be construed to refer to Eisenstadt’s “separation from service” (within the meaning of Treas. Reg. Section 1.409A-1(h)) with Altimmune.

(d) Whenever payments under this Agreement are to be made in installments, each such installment shall be deemed to be a separate payment for purposes of Code Section 409A. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within thirty (30) days following the date of termination”), the actual date of payment within the specified period shall be within the sole discretion of Altimmune. Notwithstanding anything herein, Eisenstadt shall be responsible for payment of any applicable personal tax liabilities associated with the receipt of income or benefits pursuant to this Agreement.

21. Section 280G.

(a) Notwithstanding anything contained in this Agreement to the contrary, (i) to the extent that any payment or distribution of any type to or for the benefit of Eisenstadt by Altimmune, any affiliate thereof, any person or entity who acquires ownership or effective control of Altimmune or ownership of a substantial portion of Altimmune’s assets (within the meaning of Section 280G of the Code and the regulations thereunder), or any affiliate of such person or entity, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the “Payments”) constitutes “parachute payments” (within the meaning of Section 280G of the Code), and if (ii) such aggregate Payments would, if reduced by all federal, state and local taxes applicable thereto, including the excise tax imposed under Section 4999 of the Code (the “Excise Tax”), be less than the amount Eisenstadt would receive, after all taxes, if Eisenstadt received aggregate Payments equal (as valued under Section 280G of the Code) to only three times Eisenstadt’s “base amount” (within the meaning of Section 280G of the Code), less \$1.00, then (iii) such Payments shall be reduced (but not below zero) if and to the extent necessary so that no Payments to be made or benefit to be provided to Eisenstadt shall be subject to the Excise Tax.

(b) The determination of whether the Payments shall be reduced as provided in Section 21(a) hereof and the amount of such reduction shall be made at Altimmune’s expense by an independent public accounting firm of national reputation selected by Altimmune (the “Accounting Firm”). The Accounting Firm shall provide its determination (the “Determination”), together with detailed supporting calculations and documentation, to Altimmune and Eisenstadt within ten (10) days after Eisenstadt’s final day of employment. If the Accounting Firm determines that no Excise Tax is payable by Eisenstadt with respect to the Payments, it shall furnish Eisenstadt with an opinion reasonably acceptable to him that no Excise Tax will be imposed with respect to any such payments and, absent manifest error, such Determination shall be binding, final and conclusive upon Altimmune and Eisenstadt.

22. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same Agreement.

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

ALTIMMUNE, INC.:

RICHARD I. EISENSTADT:

By: /s/ Vipin K. Garg
Vipin K. Garg, Chief Executive Officer

/s/ Richard I. Eisenstadt

Date: December 10, 2021

Date: December 10, 2021



Altimune Appoints Richard Eisenstadt as Chief Financial Officer

GAITHERSBURG, MD, -- December 13, 2021 -- Altimune, Inc. (Nasdaq: ALT), a clinical-stage biopharmaceutical company focused on developing treatments for obesity and liver diseases, today announced the appointment of Richard Eisenstadt as Chief Financial Officer, effective December 31, 2021. Mr. Eisenstadt succeeds Will Brown, who is leaving Altimune to pursue other opportunities.

“We are excited to welcome Rich to Altimune and our executive management team. His extensive experience in financing and managing drug development and commercial operations will help ensure the company’s continued success,” said Vipin K. Garg Ph.D., President and Chief Executive Officer. “I’ve had the pleasure of working with Rich previously and this is an opportune time for him to join our team as we accelerate the clinical development of pemvidutide, a potential best-in-class treatment for obesity and NASH, and HepTcell, an exciting immunotherapeutic and a potential functional cure for chronic hepatitis B. I would like to thank Will for his contributions over the past years and wish him well in his future endeavors.”

Mr. Eisenstadt added, “I am delighted to join Altimune and look forward to building on the accomplishments of the team. With the upcoming data readouts in 2022, there is substantial opportunity to grow and advance the company’s clinical pipeline and I am excited for the journey ahead.”

Mr. Eisenstadt is an accomplished executive with over 30 years of leadership experience in healthcare, life sciences, and emerging technology industries. He joins Altimune from Aytu BioPharma, Inc., where he served as Chief Financial Officer following its merger with Neos Therapeutics, Inc. in March 2021. While Chief Financial Officer at Neos, he raised over \$340 million in private and public equity and debt financings and supported the transition of the company from clinical stage to commercial operations. Prior to Neos, Mr. Eisenstadt served as Chief Financial Officer at Arborgen, Inc., and prior to that, Chief Financial Officer at Tranzyme, Inc., where he was instrumental in its initial public offering, negotiating several licensing agreements, and financing the company through late-stage clinical development. Mr. Eisenstadt received an M.B.A. from James Madison University and a B.A. in Economics from the University of North Carolina at Chapel Hill.

About Altimune

Altimune is a clinical stage biopharmaceutical company focused on developing treatments for obesity and liver diseases. Altimune’s pipeline includes next generation peptide therapeutics for obesity, NASH (pemvidutide), and chronic hepatitis B (HepTcell™). For more information on Altimune, please visit www.altimmune.com.

Follow @Altimune, Inc. on LinkedIn

Follow @AltimuneInc on Twitter



Investor & Media Contacts:

Vipin K. Garg, Ph.D.
President and Chief Executive Officer
Phone: 240-654-1450
vgarg@altimmune.com
