

**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): **February 1, 2023**

**MyMD Pharmaceuticals, Inc.**

(Exact name of Registrant as specified in its charter)

**New Jersey**  
(State or other jurisdiction  
of incorporation)

**001-36268**  
(Commission  
File No.)

**22-2983783**  
(IRS Employer  
Identification No.)

**MyMD Pharmaceuticals, Inc.**  
**855 N. Wolfe Street, Suite 623**  
**Baltimore, MD 21205**

(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(856) 848-8698**

(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, no par value per share	MYMD	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.**

On February 1, 2023, the compensation committee of the Board of Directors of MyMD Pharmaceuticals, Inc. (the "Company") approved an amendment to the employment agreement of Dr. Chris Chapman, the Company's President and Chief Medical Officer, providing for Dr. Chapman's annual base salary to be set at \$310,000, effective retroactively to January 1, 2023.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit Number	Description
10.1	<a href="#">Sixth Amendment to Employment Agreement between Chris Chapman and MyMD Pharmaceuticals, Inc., dated January 1, 2023.</a>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

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.

**MYMD PHARMACEUTICALS, INC.**

Date: February 3, 2023

By: /s/ Chris Chapman  
Chris Chapman, M.D.  
President

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SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

This SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), is entered into as of January 1, 2023 (the "Effective Date"), by and between Chris Chapman, M.D. ("Employee") and MyMD Pharmaceuticals, Inc. (the "Company"), for the purpose of amending that certain Employment Agreement, dated as of November 1, 2020, and as amended on December 18, 2020, January 8, 2021, February 10, 2021, November 24, 2021, and August 30, 2022 by and between Employee and the Company (the "Agreement"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Section 16 of the Agreement provides that no waiver or modification of any provision of the Agreement will be enforceable unless it is agreed to in writing by the party against which enforcement would be sought; and

WHEREAS, the Parties mutually desire to modify certain provisions that would otherwise apply to base salary payable to Employee pursuant to the Agreement.

NOW, THEREFORE, pursuant to Section 16 of the Agreement, in consideration of the mutual provisions, conditions, and covenants contained herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

Exhibit A to the Agreement is hereby deleted and replaced with Exhibit A appended hereto.

[Remainder of the Page Intentionally Left Blank;  
Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

EMPLOYEE:

/s/ Chris Chapman, M.D.  
Chris Chapman, M.D.

THE COMPANY:

By: /s/ Paul M. Rivard  
Name: Paul M. Rivard  
Title: Executive Vice President

EXHIBIT "A"

Base Salary

Employee's Base Salary shall be three hundred ten thousand dollars (\$310,000) per annum paid in biweekly increments.