

**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): August 30, 2024

IN8bio, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39692
(Commission
File Number)

82-5462585
(IRS Employer
Identification No.)

350 5th Avenue, Suite 5330
New York, New York
(Address of Principal Executive Offices)

10118
(Zip Code)

646 600-6438
(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 (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	INAB	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

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

In connection with its previously announced revised strategic plan and related workforce reduction, IN8bio, Inc. (the “Company”) entered into amendments to the employment agreements of each of William Ho, Trishna Goswami, Lawrence Lamb, Patrick McCall and Kate Rochlin (collectively, the “Amendments”). These Amendments each reflect the announced reduction in cash compensation, effective as of September 1, 2024, and also provide that, subject to certain conditions, if (i) the Company terminates the executive without cause or the executive resigns for good reason or (ii) the executive is terminated in connection with a change of control, such executive will receive severance payments based upon greater of (i) the executive’s Current Base Salary (as such term is defined in the Amendments) or (ii) the executive’s base salary in effect as of the date of executive’s separation from service.

The description of the Amendments is a summary and is qualified in its entirety by reference to each of the Amendments which are attached hereto as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5, respectively, and are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
10.1	<u>Amendment to Employment Agreement, by and between the Company and William Ho, dated as of August 30, 2024.</u>
10.2	<u>Amendment to Employment Agreement, by and between the Company and Trishna Goswami, dated as of August 30, 2024.</u>
10.3	<u>Amendment to Employment Agreement, by and between the Company and Lawrence Lamb, dated as of August 30, 2024.</u>
10.4	<u>Amendment to Employment Agreement, by and between the Company and Patrick McCall, dated as of August 30, 2024.</u>
10.5	<u>Amendment to Employment Agreement, by and between the Company and Kate Rochlin, dated as of August 30, 2024.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

IN8bio, Inc.

Dated: September 6, 2024

By: /s/ Patrick McCall

Patrick McCall

Chief Financial Officer and Secretary

(Principal Financial and Accounting Officer)



AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This amendment (this "Amendment") to that certain Employment Agreement, effective December 1, 2020 (the "Agreement"), by and between you and IN8bio, Inc., its subsidiaries, parents, affiliates, predecessors, successors and assigns (together, the "Company," and collectively with you, the "Parties") is entered into as of this 30th day of August, 2024.

WHEREAS, the Parties wish to clarify certain terms and conditions of your employment set forth in the Agreement.

In consideration of your continued at-will employment with the Company and in furtherance of clarifying certain terms and conditions of the Agreement, you and the Company agree as follows:

1. Base Salary

(a) Your current base salary is \$612,000 per annum, less payroll deductions and all required withholdings (the "Current Base Salary").

(b) Your Current Base Salary shall be reduced to \$544,680 per annum, less payroll deductions and all required withholdings (the "Reduced Base Salary"), effective September 1, 2024. The Reduced Base Salary shall be prorated for any partial year of employment on the basis of a 365-day year. The Reduced Base Salary may be adjusted from time to time in the Company's discretion. Executive understands and agrees that the instant salary reduction may not be a basis for a resignation for Good Reason under the Agreement.

(c) References to Base Salary in Section 3.1 shall refer to the Reduced Base Salary as of the effective date of this Amendment.

2. In consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 5.3(b)(ii) of the Agreement shall be entirely replaced by the following:

The Company shall pay Executive, as severance, eighteen (18) months of Executive's Prior Base Salary, subject to standard payroll deductions and withholdings (the "**Severance**"). The Severance will be paid in a lump sum within thirty (30) days following Executive's Separation from Service. "**Prior Base Salary**" shall be the greater of (i) the Current Base Salary or (ii) Executive's base salary in effect as of the date of Executive's Separation from Service."

3. In further consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 6.1 of the Agreement shall be entirely replaced by the following:

If there is a Change of Control (as defined below) and (i) Executive's employment is terminated Without Cause (as defined below), or (ii) Executive terminates his/her employment with Good Reason (as defined below), in either case within three (3) months prior to, or eighteen (18) months following the effective date of the Change of Control, and provided a Release (as discussed in Section 5.7) has become effective, then, in substitution for any benefits provided in Section 5.3, Executive shall be entitled to the following benefits: (A) a lump sum payment equal to the sum of (y) eighteen (18) months of Executive's Prior Base Salary and (z) 150% of the current target Annual Bonus, to be made not later than 60 days following Executive's date of termination; and (B) the amount of

any COBRA continuation premium payments made by Executive during the eighteen (18) month period following the date of termination, or the period ending when Executive becomes eligible for comparable group medical benefits from another source (whichever comes first). For avoidance of doubt, under no circumstances shall Executive receive benefits under both this Section 6.1 and Section 5.3.

This Amendment may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Except as amended hereby, all of the terms and conditions of the Agreement shall remain and continue in full force and effect. This Amendment supersedes any prior representations or agreements relating to the subject matter hereof. This Amendment does not alter your status as at-will employee of the Company.

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

IN8bio, Inc.

William Ho, an individual

By: /s/ Alan Roemer
Name: Alan Roemer
Title: Chairman of the Board

/s/ William Ho



AMENDMENT TO EMPLOYMENT AGREEMENT

This amendment (this "Amendment") to that certain Employment Agreement, effective October 7, 2021 (the "Agreement"), by and between you and IN8bio, Inc., its subsidiaries, parents, affiliates, predecessors, successors and assigns (together, the "Company," and collectively with you, the "Parties") is entered into as of this 30th day of August, 2024.

WHEREAS, the Parties wish to clarify certain terms and conditions of your employment set forth in the Agreement.

In consideration of your continued at-will employment with the Company and in furtherance of clarifying certain terms and conditions of the Agreement, you and the Company agree as follows:

1. Base Salary

(a) Your current base salary is \$495,000 per annum, less payroll deductions and all required withholdings (the "Current Base Salary").

(b) Your Current Base Salary shall be reduced to \$440,550 per annum, less payroll deductions and all required withholdings (the "Reduced Base Salary"), effective September 1, 2024. The Reduced Base Salary shall be prorated for any partial year of employment on the basis of a 365-day year. The Reduced Base Salary may be adjusted from time to time in the Company's discretion. Executive understands and agrees that the instant salary reduction may not be a basis for a resignation for Good Reason under the Agreement.

(c) References to Base Salary in Section 3.1 shall refer to the Reduced Base Salary as of the effective date of this Amendment.

2. In consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 5.3(b)(ii) of the Agreement shall be entirely replaced by the following:

The Company shall pay Executive, as severance, twelve (12) months of Executive's Prior Base Salary, subject to standard payroll deductions and withholdings (the "Severance"). The Severance will be paid in a lump sum within thirty (30) days following Executive's Separation from Service. "Prior Base Salary" shall be the greater of (i) the Current Base Salary or (ii) Executive's base salary in effect as of the date of Executive's Separation from Service."

3. In further consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 6.1 of the Agreement shall be entirely replaced by the following:

If there is a Change of Control (as defined below) and (i) Executive's employment is terminated Without Cause (as defined below), or (ii) Executive terminates his/her employment with Good Reason (as defined below), in either case within three (3) months prior to, or twelve (12) months following the effective date of the Change of Control, and provided a Release (as discussed in Section 5.7) has become effective, then, in substitution for any benefits provided in Section 5.3, Executive shall be entitled to the following benefits: (A) a lump sum payment equal to the sum of (y) twelve (12) months of Executive's Prior Base Salary and (z) 100% of the current target Annual Bonus, to be made not later than 60 days following Executive's date of termination; and (B) the amount of

any COBRA continuation premium payments made by Executive during the twelve (12) month period following the date of termination, or the period ending when Executive becomes eligible for comparable group medical benefits from another source (whichever comes first). For avoidance of doubt, under no circumstances shall Executive receive benefits under both this Section 6.1 and Section 5.3.

This Amendment may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Except as amended hereby, all of the terms and conditions of the Agreement shall remain and continue in full force and effect. This Amendment supersedes any prior representations or agreements relating to the subject matter hereof. This Amendment does not alter your status as at-will employee of the Company.

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

IN8bio, Inc.

Trishna Goswami, an individual

By: /s/ William Ho
Name: William Ho
Title: Chief Executive Officer

/s/ Trishna Goswami



AMENDMENT TO EMPLOYMENT AGREEMENT

This amendment (this "Amendment") to that certain Employment Agreement, effective December 30, 2020 (the "Agreement"), by and between you and IN8bio, Inc., its subsidiaries, parents, affiliates, predecessors, successors and assigns (together, the "Company," and collectively with you, the "Parties") is entered into as of this 30th day of August, 2024.

WHEREAS, the Parties wish to clarify certain terms and conditions of your employment set forth in the Agreement.

In consideration of your continued at-will employment with the Company and in furtherance of clarifying certain terms and conditions of the Agreement, you and the Company agree as follows:

1. Base Salary

(a) Your current base salary is \$450,000 per annum, less payroll deductions and all required withholdings (the "Current Base Salary").

(b) Your Current Base Salary shall be reduced to \$400,500 per annum, less payroll deductions and all required withholdings (the "Reduced Base Salary"), effective September 1, 2024. The Reduced Base Salary shall be prorated for any partial year of employment on the basis of a 365-day year. The Reduced Base Salary may be adjusted from time to time in the Company's discretion. Executive understands and agrees that the instant salary reduction may not be a basis for a resignation for Good Reason under the Agreement.

(c) References to Base Salary in Section 3.1 shall refer to the Reduced Base Salary as of the effective date of this Amendment.

2. In consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 5.3(b)(ii) of the Agreement shall be entirely replaced by the following:

The Company shall pay Executive, as severance, nine (9) months of Executive's Prior Base Salary, subject to standard payroll deductions and withholdings (the "Severance"). The Severance will be paid in a lump sum within thirty (30) days following Executive's Separation from Service. "Prior Base Salary" shall be the greater of (i) the Current Base Salary or (ii) Executive's base salary in effect as of the date of Executive's Separation from Service."

3. In further consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 6.1 of the Agreement shall be entirely replaced by the following:

If there is a Change of Control (as defined below) and (i) Executive's employment is terminated Without Cause (as defined below), or (ii) Executive terminates his/her employment with Good Reason (as defined below), in either case within three (3) months prior to, or twelve (12) months following the effective date of the Change of Control, and provided a Release (as discussed in Section 5.7) has become effective, then, in substitution for any benefits provided in Section 5.3, Executive shall be entitled to the following benefits: (A) a lump sum payment equal to the sum of (y) twelve (12) months of Executive's Prior Base Salary and (z) 100% of the current target Annual Bonus, to be made not later than 60 days following Executive's date of termination; and (B) the amount of

any COBRA continuation premium payments made by Executive during the twelve (12) month period following the date of termination, or the period ending when Executive becomes eligible for comparable group medical benefits from another source (whichever comes first). For avoidance of doubt, under no circumstances shall Executive receive benefits under both this Section 6.1 and Section 5.3.

This Amendment may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Except as amended hereby, all of the terms and conditions of the Agreement shall remain and continue in full force and effect. This Amendment supersedes any prior representations or agreements relating to the subject matter hereof. This Amendment does not alter your status as at-will employee of the Company.

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

IN8bio, Inc.

Lawrence S. Lamb, an individual

By: /s/ William Ho
Name: William Ho
Title: Chief Executive Officer

/s/ William Ho



AMENDMENT TO EMPLOYMENT AGREEMENT

This amendment (this "Amendment") to that certain Employment Agreement, effective January 20, 2021 (the "Agreement"), by and between you and IN8bio, Inc., its subsidiaries, parents, affiliates, predecessors, successors and assigns (together, the "Company," and collectively with you, the "Parties") is entered into as of this 30th day of August, 2024.

WHEREAS, the Parties wish to clarify certain terms and conditions of your employment set forth in the Agreement.

In consideration of your continued at-will employment with the Company and in furtherance of clarifying certain terms and conditions of the Agreement, you and the Company agree as follows:

1. Base Salary

(a) Your current base salary is \$455,000 per annum, less payroll deductions and all required withholdings (the "Current Base Salary").

(b) Your Current Base Salary shall be reduced to \$404,950 per annum, less payroll deductions and all required withholdings (the "Reduced Base Salary"), effective September 1, 2024. The Reduced Base Salary shall be prorated for any partial year of employment on the basis of a 365-day year. The Reduced Base Salary may be adjusted from time to time in the Company's discretion. Executive understands and agrees that the instant salary reduction may not be a basis for a resignation for Good Reason under the Agreement.

(c) References to Base Salary in Section 3.1 shall refer to the Reduced Base Salary as of the effective date of this Amendment.

2. In consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 5.3(b)(ii) of the Agreement shall be entirely replaced by the following:

The Company shall pay Executive, as severance, twelve (12) months of Executive's Prior Base Salary, subject to standard payroll deductions and withholdings (the "Severance"). The Severance will be paid in a lump sum within thirty (30) days following Executive's Separation from Service. "Prior Base Salary" shall be the greater of (i) the Current Base Salary or (ii) Executive's base salary in effect as of the date of Executive's Separation from Service."

3. In further consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 6.1 of the Agreement shall be entirely replaced by the following:

If there is a Change of Control (as defined below) and (i) Executive's employment is terminated Without Cause (as defined below), or (ii) Executive terminates his/her employment with Good Reason (as defined below), in either case within three (3) months prior to, or twelve (12) months following the effective date of the Change of Control, and provided a Release (as discussed in Section 5.7) has become effective, then, in substitution for any benefits provided in Section 5.3, Executive shall be entitled to the following benefits: (A) a lump sum payment equal to the sum of (y) twelve (12) months of Executive's Prior Base Salary and (z) 100% of the current target Annual Bonus, to be made not later than 60 days following Executive's date of termination; and (B) the amount of

any COBRA continuation premium payments made by Executive during the twelve (12) month period following the date of termination, or the period ending when Executive becomes eligible for comparable group medical benefits from another source (whichever comes first). For avoidance of doubt, under no circumstances shall Executive receive benefits under both this Section 6.1 and Section 5.3.

This Amendment may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Except as amended hereby, all of the terms and conditions of the Agreement shall remain and continue in full force and effect. This Amendment supersedes any prior representations or agreements relating to the subject matter hereof. This Amendment does not alter your status as at-will employee of the Company.

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

IN8bio, Inc.

Patrick McCall, an individual

By: /s/ William Ho
Name: William Ho
Title: Chief Executive Officer

/s/ Patrick McCall



AMENDMENT TO EMPLOYMENT AGREEMENT

This amendment (this "Amendment") to that certain Employment Agreement, effective March 14, 2024 (the "Agreement"), by and between you and IN8bio, Inc., its subsidiaries, parents, affiliates, predecessors, successors and assigns (together, the "Company," and collectively with you, the "Parties") is entered into as of this 30th day of August, 2024.

WHEREAS, the Parties wish to clarify certain terms and conditions of your employment set forth in the Agreement.

In consideration of your continued at-will employment with the Company and in furtherance of clarifying certain terms and conditions of the Agreement, you and the Company agree as follows:

1. Base Salary

(a) Your current base salary is \$475,000 per annum, less payroll deductions and all required withholdings (the "Current Base Salary").

(b) Your Current Base Salary shall be reduced to \$422,750 per annum, less payroll deductions and all required withholdings (the "Reduced Base Salary"), effective September 1, 2024. The Reduced Base Salary shall be prorated for any partial year of employment on the basis of a 365-day year. The Reduced Base Salary may be adjusted from time to time in the Company's discretion. Executive understands and agrees that the instant salary reduction may not be a basis for a resignation for Good Reason under the Agreement.

(c) References to Base Salary in Section 3.1 shall refer to the Reduced Base Salary as of the effective date of this Amendment.

2. In consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 5.3(b)(ii) of the Agreement shall be entirely replaced by the following:

The Company shall pay Executive, as severance, twelve (12) months of Executive's Prior Base Salary, subject to standard payroll deductions and withholdings (the "Severance"). The Severance will be paid in a lump sum within thirty (30) days following Executive's Separation from Service. "Prior Base Salary" shall be the greater of (i) the Current Base Salary or (ii) Executive's base salary in effect as of the date of Executive's Separation from Service."

3. In further consideration of you agreeing to the Reduced Base Salary, the existing language set forth in Section 6.1 of the Agreement shall be entirely replaced by the following:

If there is a Change of Control (as defined below) and (i) Executive's employment is terminated Without Cause (as defined below), or (ii) Executive terminates his/her employment with Good Reason (as defined below), in either case within three (3) months prior to, or twelve (12) months following the effective date of the Change of Control, and provided a Release (as discussed in Section 5.7) has become effective, then, in substitution for any benefits provided in Section 5.3, Executive shall be entitled to the following benefits: (A) a lump sum payment equal to the sum of (y) twelve (12) months of Executive's Prior Base Salary and (z) 100% of the current target Annual Bonus, to be made not later than 60 days following Executive's date of termination; and (B) the amount of

any COBRA continuation premium payments made by Executive during the twelve (12) month period following the date of termination, or the period ending when Executive becomes eligible for comparable group medical benefits from another source (whichever comes first). For avoidance of doubt, under no circumstances shall Executive receive benefits under both this Section 6.1 and Section 5.3.

This Amendment may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Except as amended hereby, all of the terms and conditions of the Agreement shall remain and continue in full force and effect. This Amendment supersedes any prior representations or agreements relating to the subject matter hereof. This Amendment does not alter your status as at-will employee of the Company.

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

IN8bio, Inc.

Kate Rochlin, an individual

By: /s/ William Ho

/s/ Kate Rochlin

Name: William Ho

Title: Chief Executive Officer