

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): **October 19, 2021**

vTv Therapeutics Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37524
(Commission File No.)

47-3916571
(IRS Employer
Identification No.)

3980 Premier Drive, Suite 310
High Point, NC
(Address of principal executive offices)

27265
(Zip Code)

(336) 841-0300
(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 Instruction 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 |
|--|-------------------|---|
| Class A common stock, par value \$0.01 per share | VTVT | 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 October 19, 2021, (the “Effective Date”) Stephen Holcombe announced his retirement as Chief Executive Officer and as an employee of vTv Therapeutics Inc. (the “Company”) , effective as of the Effective Date. In connection with Mr. Holcombe’s retirement, he did not express any disagreement on any matter relating to the Company’s operations, policies or practices. As of the Effective Date, Mr. Holcombe will transition to the role of Strategic Advisor to the Chief Executive Officer until the first anniversary of the Effective Date.

In connection with his transition, the Company entered into a retirement agreement with Mr. Holcombe (the “Retirement Agreement”), pursuant to which Mr. Holcombe is entitled to a cash severance payment at a rate of \$450,000 per year payable in monthly or bi-weekly installments through December 31, 2022, a bonus for the year ending December 31, 2021 and continued medical coverage at the same cost as active employees for 12 months. In addition, Mr. Holcombe’s outstanding options to acquire shares of Class A common stock of the Company will continue to vest and remain outstanding through the expiration of the original ten year term. The payments under the Retirement Agreement are conditioned on a release of claims by Mr. Holcombe in favor of the Company as well as his continued compliance with his post-employment restrictive covenants. The Retirement Agreement provides that Mr. Holcombe will provide services as a consultant and Strategic Advisor to the Chief Executive Officer, until December 31, 2022 and the Company will pay Mr. Holcombe at the rate of \$150,000 per annum for such consulting services.

On the Effective Date, the Company announced that the Board has appointed Deepa Prasad as President and Chief Executive Officer and as a member of the Board. Ms. Prasad’s appointment will be effective on the Effective Date. Ms. Prasad will serve as a director to hold office until the Company’s 2022 annual meeting of stockholders or until her successor is duly elected and qualified and will not serve on any of the Board’s committees.

Ms. Prasad, age 41, is a Managing Director at WestRiver Group (“WRG”), leading investments in healthcare innovation. Ms. Prasad led WRG’s investments in Design Therapeutics (NASDAQ: DSGN), Ginger (now \$3B Headspace Health), and Curai. She currently sits on the Board of Design Therapeutics and Lumen Biosciences and as a Board Observer of Viome. In June 2021, she was awarded the Falk Marques General Partners Rising Star Award sponsored by Deloitte. Ms. Prasad brings over 20 years of healthcare experience spanning investment banking, general management, startups and legislation. Prior to joining WRG in 2019, Ms. Prasad served as Chief of Staff at Blue Shield from 2018 to 2019, General Manager / Regional VP at Optum (NYSE: UNH) from 2017 to 2018, Head of Managed Care at California Hospital Association (one of the largest healthcare lobbyists in the U.S.) from 2014 to 2017, and VP of Financial Strategy and Business Development at Coherus Biosciences (NASDAQ: CHRS) from 2012 to 2014. For the majority of her career, Ms. Prasad worked in healthcare investment banking focusing on biotech private placements and buy-side/sell-side M&A. Ms. Prasad currently serves on the Committee for Innovation and Entrepreneurship at UC Davis and as a Charter Member for TiE, a non-profit global network of entrepreneurs and VCs. She earned her bachelor’s degree in Business Administration from the University of California, Berkeley and her MBA from the Kellogg School of Management at Northwestern University with an emphasis in Health Industry Management.

There are no arrangements or understandings between Ms. Prasad and any other persons pursuant to which she was selected as President and Chief Executive Officer of the Company. Ms. Prasad has no familial relationships with any executive officer or director of the Company. There have been no transactions in which the Company has participated and in which Ms. Prasad had a direct or indirect material interest that would be required to be disclosed under Item 404(a) of Regulation S-K.

On the Effective Date, Ms. Prasad entered into an employment agreement with the Company (the “Prasad Employment Agreement”). The Prasad Employment Agreement provides for a term through December 31, 2024 with a base salary of not less than \$650,000, and a cash bonus of 100% of her base salary, based on achievement of performance targets. The Prasad Employment Agreement also provides for the grant of stock options (the “Options”) to purchase 2,498,635 shares of the Class A common stock of the Company at an exercise price of \$1.47 per share pursuant to an inducement award agreement (the “Inducement Award Agreement”). Subject to potential acceleration upon the achievement of certain performance metrics as set forth in the Inducement Award Agreement, the Options will vest on the third anniversary of the grant date. Upon certain terminations of employment, a portion

of the Options will vest on a pro rata basis based on the number of days employed during the three year term. The grant of Options was made as an inducement grant under NASDAQ Listing Rule 5635(c)(4).

Ms. Prasad will be eligible for other standard employee benefits. If her employment is terminated by us without “cause” or she resigns for “good reason,” in each case as set forth in the Prasad Employment Agreement, then subject to the execution of a release of claims, Ms. Prasad shall receive as severance pay (i) six months base salary payable in installments (less any offset); (ii) continuation COBRA coverage for six months with the costs of the premiums shared in the same proportion as before the termination on the date of termination (unless this would result in penalty taxes imposed on us); and (iii) payment of the cash bonus for the year prior to the year of termination to the extent earned, but not yet paid. In addition, Ms. Prasad will be entitled to accrued benefits.

The Prasad Employment Agreement contains other customary terms and conditions, including a two year post-employment non-compete, a two year post-employment non-solicit and other nondisclosure of confidential information, intellectual property and non-disparagement provisions.

The foregoing summaries of the material terms of the Retirement Agreement, the Prasad Employment Agreement and the Inducement Award Agreement are subject to the full and complete terms of the agreements, copies of which are filed as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively, hereto and are incorporated herein by reference. A copy of the press release regarding the above matters is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| Exhibit Number | Description |
|---------------------------|---|
| 10.1 | Retirement Agreement |
| 10.2 | Prasad Employment Agreement |
| 10.3 | Inducement Award Agreement |
| 99.1 | Press Release |
| 104 | Cover Page Interactive Data File (embedded within Inline XBRL document) |

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.

VTV THERAPEUTICS INC.

By: /s/ Robin E. Abrams
Name: Robin E. Abrams
Title: Executive Chair

Dated: October 20, 2021

RETIREMENT AGREEMENT AND GENERAL RELEASE

vTv Therapeutics LLC (the “Company”) and Stephen L. Holcombe, his heirs, executors, administrators, successors, and assigns (collectively referred to throughout this Agreement as “Employee”), agree that:

WHEREAS, Employee desires to retire from the Company and his last day of employment is October 19, 2021; and

WHEREAS, the parties are entering into this Agreement and General Release (“Agreement”), and pursuant to the terms and conditions of the Employment Agreement between Employee and Company dated December 10, 2020, for the purposes of resolving any potential dispute between the parties, and addressing severance benefits for Employee; and

WHEREAS, TriNet HR Corporation provides human resources services, including but not limited to payroll and benefits services, to the Company;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Termination of Employment.** Effective as of October 19, 2021, Employee has retired from the Company and shall cease to serve as the Chief Executive Officer of the Company and has been relieved of all responsibilities for the Company. Employee’s employment with the Company is terminated effective as of October 19, 2021 (the “Retirement Date”). The Company agrees that it will not take the position before the North Carolina Division of Employment Security that Employee’s employment was terminated for misconduct connected with his work, and the Company will not assert that Employee is disqualified from receiving unemployment benefits.

2. From the Retirement Date until December 31, 2022 (the “Transition Period”), Employee shall serve as a strategic advisor to the Company’s Chief Executive Officer (“CEO”) and upon request to the Board. During the Transition Period, the Employee shall serve as a consultant and not as an employee and will have the following specific duties: (i) continue to assist in the transition of responsibilities over the day-to-day operation of the Company to the CEO; (ii) provide counsel to the CEO on historic, strategic and policy issues; (iii) provide continued support to the CEO in the transition by facilitating introductions and establishing relationships with customers, , investors and other stakeholders ;and (iv) perform other duties at the reasonable request of the Board or the CEO, including customer and Congressional outreach and strategic and talent development. It is anticipated that such services during the Transition Period shall not exceed 19.9% of Employee’s time. In consideration for such services the Company shall pay Employee as a consultant and not as an employees at the rate of \$150,000 per annum (\$12,500 per full month) and Employee acknowledges and agrees that Employee will be an independent contractor, will not be a participant in the Company’s benefits plans during the

Transition Period as a result of such services and Employee shall be responsible for taxes in connection with such payments during the Transition Period.

3. **Confidentiality and Return of Property.** Employee acknowledges that he is bound by the terms of the Employment Agreement, including, without limitation sections regarding confidentiality which he previously signed in connection with his employment with the Company. Employee agrees that he will continue to take all reasonable steps to assist in protecting the Company's confidential information from improper disclosure. Employee agrees not to disclose any information regarding the underlying facts leading up to or the existence or substance of this Agreement, except to Employee's spouse, tax advisor, and/or his attorney.

Employee affirms that Employee will return all the Company's property, documents, and/or any confidential information in Employee's possession or control at the conclusion of the Transition Period (or such earlier period as reasonably requested by the Company). Employee acknowledges that if, after Employee's Transition Period, he subsequently discovers in his possession any property belonging to the Company, documents or materials that relate to the Company or to its business with any of its products, research, experiments, clients or customers, Employee will notify the Company immediately and immediately deliver such property, documents and materials to Human Resources at vTv Therapeutics LLC, 3980 Premier Drive, Suite 310, High Point, NC 27265.

The confidentiality agreements and obligations contained in this paragraph are in addition to any other confidentiality obligations established by the statutes and common law of Delaware, as well as the provisions set out in any other prior confidentiality agreement between Employee and the Company, including those contained in the Employment Agreement.

4. **Consideration.** Provided Employee has timely executed this Agreement without alteration and complies with its terms, the Company agrees to provide to Employee the following severance benefits:

- a. Company will pay Employee severance payment in the amount equal to Employee's Base Salary as defined in the Employment Agreement (on the basis of an annual salary of \$450,000 per year (equal to \$37,500 per month)) through December 31, 2022, subject to applicable taxes and withholdings. The applicable payment hereunder will be paid by direct deposit to Employee's bank account over usual payroll dates within 10 business days after the later to occur of the following (i) Company's receipt of an original of this Agreement signed by the Employee, with Employee's waiver of the remainder of the 47-day period provided below; and (ii) the eighth day after the execution of this Agreement, with Employee not exercising the right to revoke this Agreement during the 7-day revocation period provided below. This Agreement may not be signed until after Employee's last day of employment and must be executed within 47 days from the date this Agreement was first presented to Employee.

- b. Per the terms of the Employment Agreement, Company will reimburse Employer's share of group health plan benefits premiums under the Company's plan for the 12-month period following the date of termination per the terms and conditions provided for in the Employment Agreement. Further, to receive reimbursement, Employee must submit to Company on a monthly basis copies of the premium invoice from the COBRA administrator and proof of timely payment of premium and continuation of benefits. The Employee's share of COBRA benefits premiums will be adjusted for the new plan year beginning January 1, 2022.
- c. The Employee will receive a Cash Bonus (without pro rotation) as defined in the Employment Agreement for the calendar year 2021, based on the actual performance and as if he was employed for the entire 2021 year, if any, and shall be paid at the same time in 2022 that bonuses are paid to active employees of the Company.
- d. The Employee's outstanding stock option awards ("Option Awards") to acquire shares of Class A Common stock of vTv Therapeutics Inc. ("vTv") as of the date hereof shall continue to remain outstanding and vest (to the extent not yet vested) and shall be fully vested at the end of the Transition Period. In addition, notwithstanding anything in the Option Awards to the contrary with respect to a termination of employment, any previously unexercised Options held by Employee shall be exercisable until the last day of the Option Period (which for the avoidance of doubt shall in no event be more than the tenth anniversary of the date of grant) or such earlier date, if a Change in Control occurs

5. **Benefits.** Employee's participation in each and all of the Company's employee benefit plans and programs shall cease as of October 31, 2021 (or such earlier date if required under the terms of the plan), and he shall not be entitled to any further benefits or coverages under any such employee benefit plans, except that Employee's medical, dental, vision insurances under the Company's plan will continue through the 12-month period following the date of termination as provided in the Employment Agreement and contingent upon Employee making timely premium payments and maintaining eligibility for continuation of benefits.

Employee will receive from the health benefits plan administrator, a notice of his opportunities to continue to participate in each of the Company's medical, dental, and vision insurance, and any other benefits through the provisions of COBRA. Employee may elect to continue his health insurance or other applicable coverages in accordance with the provisions of that notice. If Employee elects to continue to participate in any such benefits through the COBRA continuation rights afforded under any of the applicable benefit plans, Employee must timely complete any election forms and timely make any required premium payments and otherwise comply with the terms of such benefit plans. Employee shall have no continuation rights to participate in the Company's benefit plans except as set forth in the applicable COBRA notices.

6. **Compensation.** The Employee will receive all compensation, wages, bonuses, commissions, vacation, earned unused PTO, and/or benefits Employee earned through October 19, 2021, to be paid on the normal payroll date at his regular prorated salary rate, subject to

applicable taxes and withholdings. Employee acknowledges and agrees that he is not entitled to any bonuses whether in cash or equity for any prior year and Employee is not entitled to any additional options to acquire stock of vTv.

7. **No Consideration Absent Execution of this Agreement.** Employee understands and agrees that Employee would not be entitled to receive the monies and/or benefits specified in Paragraphs 3 and 4 above (other than any rights to COBRA continuation or vested benefits), except for Employee's execution of this Agreement and the fulfillment of the promises contained herein because there is no severance benefit to which he would be entitled without execution of this Agreement. Aside from the payment described herein, the parties agree that Employee is not entitled to any other salary, wages, bonus, commissions, PTO or vacation pay with respect to his employment with the Company for which he has not yet been paid.

8. **General Release of All Claims.** Except as otherwise set forth in this Agreement, Employee, for himself and his heirs, executors, administrators, and assigns, hereby releases, acquits and forever discharges the Company, vTv, TriNet HR Corporation and their affiliates, subsidiaries, officers, directors, agents, administrators, servants, employees, attorneys, successors, parent, subsidiaries, assigns and affiliates (the "Released Party" or "Released Parties" and the Company, together with vTv and each of their respective subsidiaries and affiliates, the "Company Group"), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts, omissions, or conduct at any time prior to and including the date Employee signs this Agreement. This general release includes, but is not limited to: (i) claims and demands arising out of or in any way connected with Employee's employment with the Company Group, or the termination of that employment; (ii) claims or demands related to Employee's compensation or benefits with the Company Group, including but not limited to, wages, salary, bonuses, commissions, vacation pay, fringe benefits, expense reimbursements, incentive pay, severance pay, or any other form of compensation; (iii) claims pursuant to any federal, state or local law, statute, or cause of action including, but not limited to, claims for discrimination, harassment, retaliation, attorneys' fees or other claim arising under the federal Civil Rights Act of 1964, as amended; the federal Americans with Disabilities Act of 1990, as amended; the federal Age Discrimination in Employment Act of 1967, as amended (the "ADEA"); the federal Family Medical Leave Act, as amended; the federal Worker Adjustment and Retraining Notification Act, as amended; the Employee Retirement Income Security Act of 1974, as amended; North Carolina Equal Employment Practices Act (N.C. Gen. Stat. §143-422.1 (et seq.)), as amended; North Carolina Persons With Disabilities Protection Act" (N.C. Gen. Stat. §163A-1 et seq.), as amended; North Carolina Retaliatory Employment Discrimination Law (N.C. Gen. Stat. §95-240 et seq.), as amended; (iv) all tort claims, including without limitation, claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (v) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing, including claims arising out of an Employment Agreement, sales commission plan or incentive compensation plan applicable to Employee's employment with the Company. To the extent

permitted by law, Employee also promises never directly or indirectly to bring or participate in an action against any Released Party under California Business & Professions Code Section 17200 or any unfair competition law of any jurisdiction.

Excluded from this Agreement are any claims which by law cannot be waived in a private agreement between an employer and employee. Moreover, this Release does not prohibit Employee from filing a charge with the Equal Employment Opportunity Commission (the "EEOC") or equivalent state agency in Employee's state or participating in an EEOC or state agency investigation. Employee agrees to waive Employee's right to monetary or other recovery should any claim be pursued with the EEOC, state agency, or any other federal, state or local administrative agency on Employee's behalf arising out of or related to Employee's employment with and/or separation from the Company.

9. **Resignation.** Effective as of the Retirement Date, Employee resigns from all positions with the Company Group in his capacity as an officer, director, employee, consultant, trustee or otherwise and agrees to execute any documents reasonably requested by Company Group to effectuate the foregoing. Notwithstanding the foregoing, the Employee shall serve as a consultant and not as an employee during the Transition Period.

10. **Acknowledgments and Affirmations.** Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim or administrative proceeding against the Company.

Employee affirms that Employee has been granted any leave to which Employee was entitled and requested under the Family and Medical Leave Act or related state or local leave or disability accommodation laws.

Employee further affirms that Employee has no known workplace injuries or occupational diseases.

Employee also affirms that Employee has not divulged any proprietary or confidential information of the Company and will continue to maintain the confidentiality of such information consistent with the Company's policies and Employee's agreement(s) with the Company and/or common law.

Employee further affirms that Employee has not been retaliated against for reporting any allegations of wrongdoing by the Company or its officers, including any allegations of corporate fraud. Both parties acknowledge that this Agreement does not limit either party's right, where applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. To the extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

Employee affirms that all the Company's decisions regarding Employee's pay and benefits through the date of Employee's execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

Employee agrees that this Agreement is written in a manner that enables him/her to fully understand its content and meaning.

Employee agrees he is waiving and releasing claims (including those asserted under the ADEA) in exchange for valuable consideration identified above that is in addition to anything of value to which he is already entitled.

11. **Non-Disparaging Remarks.** Employee agrees that he will not make any derogatory or disparaging remarks about the Company Group, its products, its management, its employees or any of other Released Parties. Employee further agrees that he will not make any announcements, press releases, or demonstrations regarding the Company. If at any time hereafter Employee disparages the Company Group or the Released Parties, Employee waives his rights under this Agreement. Employee agrees that he will not take any action to interfere with the conduct of the business or mission of the Company Group and the Released Parties. Employee agrees that he will not solicit, induce, urge or attempt to persuade any employees of the Company Group to pursue any claims against the Company Group and the Released Parties.

12. **Incorporation by Reference.** Employee and Company agree that the provisions contained in Sections 4.7 (Section 409A), 5 (Restrictive Covenant Acknowledgements; Reasonableness), 6 (Covenants Relating to Ownership of Notes, Records and Documents), 7 (Non-Solicitation Covenants), 8 (Noncompetition Covenant), 9 (Covenant not to Disclose Confidential Information), 10 (Non-disparagement Covenant), 11 (Inventions Covenant), 12 (Property of the Company), 13 (Remedies), and 17.7 (Withholding Taxes) of the Employment Agreement are hereby incorporated into this Agreement by reference. For the avoidance of doubt, Employee agrees to continue to be bound by such provisions.

13. **Protected Rights.** Notwithstanding any other provision in this Agreement or any other agreement that Employee may have entered with the Company Group (collectively, the "Agreements"), nothing contained in any of the Agreements (i) prohibit Employee from reporting to the staff of the Securities and Exchange Commission (the "SEC") possible violations of any law or regulation of the SEC, (ii) prohibit Employee from making other disclosures to the staff of the SEC that are protected under the whistleblower provisions of any federal securities laws or regulations or (iii) limit Employee's right to receive an award for information provided to the SEC staff in accordance with the foregoing. Please note that Employee does not need the prior authorizations of the Company /group to engage in such reports, communications or disclosures and Employee is not required to notify the Company Group if Employee engages in any such reports, communications or disclosures.

14. **Governing Law; Dispute Resolution.**

- a. It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof that would call for the application of the substantive law of any jurisdiction other than the State of Delaware.
- b. Each party irrevocably agrees for the exclusive benefit of the other that any and all suits, actions or proceedings relating to this Agreement (a "Proceeding") shall be maintained in either the courts of the State of Delaware or the federal District Courts sitting in Wilmington, Delaware (collectively, the "Chosen Courts") and that the Chosen Courts shall have exclusive jurisdiction to hear and determine or settle any such Proceeding and that any such Proceedings shall only be brought in the Chosen Courts. Each party irrevocably waives any objection that it may have now or hereafter to the laying of the venue of any Proceedings in the Chosen Courts and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceeding brought in the Chosen Courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- c. Each of the parties hereto agrees that this Agreement involves at least \$100,000 and that this Agreement has been entered into in express reliance on Section 2708 of Title 6 of the Delaware Code. Each of the parties hereto irrevocably and unconditionally agrees that (i) to the extent such party is not otherwise subject to service of process in the State of Delaware, it will appoint (and maintain an agreement with respect to) an agent in the State of Delaware as such party's agent for acceptance of legal process and notify the other parties hereto of the name and address of said agent, (ii) service of process may also be made on such party by pre-paid certified mail with a validated proof of mailing receipt constituting evidence of valid service sent to such party at the address set forth in Section 15 of the Employment Agreement, as such address may be changed from time to time pursuant hereto, and (iii) service made pursuant to clause (i) or (ii) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of Delaware.
- d. JURY TRIAL WAIVER. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT WITH THE COMPANY IS LITIGATED OR HEARD IN ANY COURT.

15. **Nonadmission of Wrongdoing.** The parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

16. **Amendment.** This Agreement may not be modified, altered or changed except in writing and signed by both parties wherein specific reference is made to this Agreement.

17. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties, except the provisions of the Employment Agreement previously executed by Employee and incorporated herein by reference. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement. Employee agrees that he may not assign his rights under this Agreement to any other individual or entity, but acknowledges it is binding upon his heirs, successors and assigns. The Company also agrees that this Agreement is binding on and shall inure to the benefit of its successors and assigns.

EMPLOYEE IS HEREBY ADVISED BY COMPANY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT. THIS IS A LEGAL DOCUMENT AND SIGNING IT WILL HAVE LEGAL CONSEQUENCES. BY SIGNING BELOW, EMPLOYEE ACKNOWLEDGES AND AGREE THAT:

- **EMPLOYEE VOLUNTARILY AND KNOWINGLY INTENDS TO BE BOUND BY THE TERMS OF THIS AGREEMENT;**
- **THIS AGREEMENT SPECIFICALLY CONTAINS A RELEASE OF ANY AGE DISCRIMINATION CLAIM THAT EMPLOYEE MAY HAVE THAT HAS ARISEN UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT AT ANY POINT PRIOR TO THE EXECUTION OF THIS AGREEMENT;**
- **EMPLOYEE HAS BEEN GIVEN NO LESS THAN TWENTY-ONE (21) DAYS FROM THE DATE THIS AGREEMENT WAS FIRST PRESENTED TO EMPLOYEE TO MAKE A DECISION ON EXECUTION OF THIS AGREEMENT;**
- **TO THE EXTENT THAT EMPLOYEE SIGNS THIS AGREEMENT IN LESS THAN FORTY-SEVEN (47) DAYS (THE CONSIDERATION PERIOD), EMPLOYEE HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THE REMAINDER OF THE FORTY-SEVEN (47) DAY PERIOD;**
- **THE COMPANY SHALL HAVE NO OBLIGATION TO MAKE SEVERANCE PAYMENTS TO EMPLOYEE IF EMPLOYEE DOES NOT EXECUTE AND**

DELIVER THE AGREEMENT WITHIN FORTY-SEVEN DAYS FROM THE DATE THIS AGREEMENT WAS FIRST PRESENTED TO EMPLOYEE (CONSIDERATION PERIOD).

UPON SIGNING THIS AGREEMENT, RETURN IT TO COMPANY'S HUMAN RESOURCES DEPARTMENT, ATTENTION: VANESSA MCDADE. IF EMPLOYEE TIMELY EXERCISES EMPLOYEE'S OPTION TO REVOKE THIS AGREEMENT DURING THE SEVEN-DAY PERIOD:

- **EMPLOYEE MUST NOTIFY THE HUMAN RESOURCES DEPARTMENT IN WRITING WITHIN SEVEN (7) DAYS AFTER SIGNING THIS AGREEMENT;**
- **EMPLOYEE SHALL NOT RECEIVE ANY SEVERANCE OR SEPARATION PAY AND EMPLOYEE'S EMPLOYMENT SHALL STILL BE TERMINATED; AND**

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO FORTY-SEVEN (47) CALENDAR DAY CONSIDERATION PERIOD.

EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES. EMPLOYEE AGREES THAT HIS EXECUTION OF THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE FORTY-SEVEN DAY PERIOD WAS HIS VOLUNTARY ACT.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

vTv Therapeutics LLC

By: /s/ Stephen L. Holcombe
Stephen L. Holcombe

By: /s/ Robin E. Abrams
Robin E. Abrams
Executive Chair, Board of Directors

Date: October 19, 2021

Date: October 19, 2021

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, dated as of October 19, 2021, by and between vTv Therapeutics LLC, a Delaware limited liability company (the "Company"), and Deepa Prasad (the "Executive"), and for certain purposes specified herein, only, vTv Therapeutics Inc., a Delaware corporation ("vTv").

WHEREAS, the Company desires to employ the Executive, and the Executive is willing to serve the Company for the period and upon such other terms and conditions of this Agreement.

NOW, THEREFORE, the Company and the Executive hereby agree as follows:

1. Employment, Duties and Acceptance.

1.1 Employment, Duties. The Company hereby employs the Executive for the Term (as defined in Section 2.1), to render exclusive and full-time services to the Company as President and Chief Executive Officer of the Company, and to perform such other duties consistent with such position as may be assigned to the Executive by the Board of Directors of the Company (the "Board"). During the Term, the Executive shall report solely to the Board. The Executive shall be appointed to serve as a member of the Board on or within fifteen (15) days following the Effective Date.

1.2 Acceptance. The Executive hereby accepts such employment and agrees to render the services described above. During the Term, the Executive agrees to serve the Company faithfully and to the best of the Executive's ability, to devote the Executive's entire business time, energy and skill to such employment, and to use the Executive's best efforts, skill and ability to promote the Company's interests. The Executive further agrees to accept election, and to serve during all or any part of the Term, as an officer or director of the Company and of any Subsidiary or Affiliate of the Company, without any compensation therefor other than that specified in this Agreement, if elected to any such position by the shareholders or by the Board of any Subsidiary or Affiliate, as the case may be. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during the Term, except as may be expressly approved in advance by the Board in writing, or unless set forth on Annex A hereto. The Executive shall be permitted to serve on the board of an entity that does not compete with the Company, subject to the advance approval by the Board and the Executive shall also be permitted to engage in charitable, community or personal investment activities; provided, that, such activities and investments do not conflict with or interfere with the Executive's obligations under this Agreement and that such investments are in compliance with the Company's policies and procedures.

1.3 Location. It is anticipated that the Executive shall be permitted to work remotely, subject to travel as required by the Company in order to full her responsibilities under this Agreement requirements on behalf of the Company (including but not limited to the Company's headquarters).

2. Term of Employment; Certain Post-Term Benefits.

2.1 The Term. This Agreement and the term of the Executive's employment under this Agreement (the "Term") shall become effective as of October 19, 2021 (the "Effective Date") and will continue until December 31, 2024 (the "Termination Date"), subject to earlier termination pursuant to Section 4.

2.2 End-of-Term Provisions. Prior to the end of the Term, the Company and the Executive shall meet to discuss whether the Term should be extended. The Company shall have the right at any time, however, to give written notice of non-renewal of the Term. In the event of non-renewal of the Term by the Company and the Executive's employment is terminated by the Company after the end of the Term, other than (i) for Cause (as defined below) or (ii) due to death or Disability (as defined below), then such termination shall be treated as a termination without Cause and the NC Restricted Period (as such term is defined in Section 8 of this Agreement) shall be reduced to a period of one year post termination of employment (the "Reduced NC Restricted Period"). During such Reduced NC Restricted Period, the Executive shall receive as severance pay, an amount equal to the greater of (A) 50% of the payments set forth in Sections 4.4(i) and 4.4 (ii) or (B) severance and benefits in accordance with Company policy as in effect at that time, in each case payable in installments in accordance with the Company's normal payroll practices, subject to Executive's signing and not revoking the release of claims as set forth in Section 4.6. If the Executive's employment is terminated by the Company after the end of the Term (x) for Cause, the Executive will not be entitled to receive any severance or other benefits or (y) due to death or Disability, the Executive will receive severance and benefits in accordance with Company policy as in effect at that time. If the Company is willing to extend the Term and the Executive does not agree to extend the Term, then upon termination of employment at or after the end of the Term, the NC Restricted Period shall not be reduced and the Executive shall not be entitled to receive any severance benefits with respect to such termination of employment. For the avoidance of doubt, except for the potential reduction in the duration of the NC Restricted Period, this Section 2.2 does not otherwise modify the terms of Sections 6 through 12 of this Agreement (collectively, the "Restrictive Covenants") and the Executive shall, notwithstanding the termination of her employment with the Company, continue to be bound by the obligations contained therein.

3. Compensation; Benefits; Equity.

3.1 Salary. As compensation for all services to be rendered pursuant to this Agreement during the Term, the Company agrees to pay the Executive a base salary, payable in accordance with the Company's normal payroll practices, at the annual rate of not less than \$650,000 less such deductions or amounts to be withheld as

required by applicable law and regulations (the “Base Salary”). In the event that the Board, from time to time, increases the Base Salary, such increased amount shall, from and after the effective date of the increase, constitute “Base Salary” for purposes of this Agreement.

3.2 Incentive Compensation.

3.2.1 Annual Cash Bonus. Commencing with the 2021 calendar year, the Executive shall be eligible to receive, to the extent earned based on individual and corporate performance as determined by the compensation committee of vTv (the “Compensation Committee”), an annual cash performance bonus (a “Cash Bonus”) in respect of each calendar year that ends during the Term. Executive’s Cash Bonus for each such calendar year shall equal 100% of her Base Salary in effect at the time such performance is evaluated (the “Target Cash Bonus”), with greater or lesser amounts (including zero) paid based upon individual and corporate performance as determined by the Compensation Committee. Subject to the Executive’s continued employment at the end of each applicable calendar year, the amount earned in respect of any Target Cash Bonus shall be determined by the Compensation Committee after the end of the calendar year for which such Target Cash Bonus is granted and shall be paid to the Executive on or prior to March 15th of the following calendar year; provided that the Executive shall be required to be employed on the payment date. Notwithstanding anything in this Agreement to the contrary, it is acknowledged and agreed that no Cash Bonus shall be required to be paid to Executive, if the Compensation Committee determines that the Company does not have sufficient cash liquidity to pay cash bonuses (after taking into account the Company’s current and projected future liabilities). For the 2021 calendar year, the Executive’s Cash Bonus, to the extent earned, shall be prorated based on the number of days the Executive was employed during the year by the Company divided by 365.

3.2.2 Equity Award. On or within ten days following the Effective Date, the Executive shall be granted a one-time equity award as set forth on Exhibit A. Commencing with calendar year 2024, the Compensation Committee, in its sole discretion, may grant the Executive additional equity or equity based awards.

3.3 Business Expenses. The Company shall pay or reimburse the Executive for all reasonable expenses actually incurred or paid by the Executive during the Term in the performance of the Executive’s services under this Agreement, upon presentation of expense statements or vouchers or such other supporting information as the Company customarily may require of its officers; provided, however, that the maximum amount available for such expenses during any period may be fixed in advance by the Board.

3.4 Vacation. During the Term, the Executive shall be entitled to a vacation period or periods of four (4) weeks during any calendar year taken in accordance with the vacation policy of the Company during each year of the Term.

3.5 Fringe Benefits. During the Term, the Executive shall be entitled to all benefits for which the Executive shall be eligible under any qualified pension plan, 401(k) plan, group insurance or other so-called “fringe” benefit plan which the Company provides to its executive employees generally, which benefits may be amended, modified or terminated in the Company’s sole discretion.

4. Termination.

4.1 Death. If the Executive dies during the Term, the Term shall terminate forthwith upon the Executive’s death. The Company shall pay to the Executive’s estate: (i) any Base Salary earned but not paid; (ii) a Pro Rata Cash Bonus (defined below), payable at the time and in the manner that Cash Bonuses are paid to other executives receiving such bonus payment ; and (iii) Cash Bonus for the year prior to the year in which the Executive dies if at the time of death the Executive has earned a Cash Bonus payment for such prior year and has not yet been paid such Cash Bonus, which prior year Cash Bonus will be paid at the time and in the manner such prior year Cash Bonus is paid to other executives receiving such prior year Cash Bonus. The Executive shall have no further rights to any compensation or any other benefits under this Agreement, except to the extent already earned and vested as of the day immediately prior to her death, or as is earned, vested, or accrued by virtue of her death. “Pro Rata Cash Bonus” shall mean a pro-rata portion of the Cash Bonus granted to the Executive for the year in which the date of termination occurs equal to a fraction, the numerator of which is the number of calendar days during such year through (and including) the date of termination and the denominator of which is 365, with such pro-rata portion earned in an amount based on the degree to which the applicable performance goals are achieved for the entire year in which the date of termination occurs.

4.2 Disability. If, during the Term the Executive is unable to perform her duties hereunder due to a physical or mental incapacity for a period of 6 months within any 12 month period (hereinafter a “Disability”), the Company shall have the right at any time thereafter to terminate the Term upon sending written notice of termination to the Executive. If the Company elects to terminate the Term by reason of Disability, the Company shall pay to the Executive promptly after the notice of termination: (i) any Base Salary earned but not paid, (ii) a Pro Rata Cash Bonus paid at the time and in the manner such Cash Bonus is paid to other executives receiving such bonus payment; and (iii) a Cash Bonus for the year prior to the year in which the Executive is terminated if at the time of termination the Executive has earned a Cash Bonus payment for such prior year and has not yet been paid such Cash Bonus, which prior year Cash Bonus will be paid at the time and in the manner such prior year Cash Bonus is paid to other executives receiving such prior year Annual Cash Bonus, in each case less any other benefits payable to the Executive under any disability plan provided for hereunder or otherwise furnished to the Executive by the Company. The Executive shall have no further rights to any compensation or any other benefits under this Agreement except to the extent already earned and vested as of the day immediately prior to her termination by reason of Disability, or as earned, vested, or accrued by virtue of her Disability.

4.3 Cause. The Company may at any time by written notice to the Executive terminate the Term for “Cause” (as defined below) and, upon such termination, this Agreement shall terminate and the Executive shall be entitled to receive no further amounts or benefits hereunder, except for any Base Salary earned but not paid prior to such termination. For the purposes of this Agreement, “Cause” means: (i) Executive’s failure or refusal to perform Executive’s duties under this Agreement (other than as a result of total or partial incapacity due to physical or mental illness); (ii) any act by or omission of Executive constituting gross negligence or willful misconduct in connection with the performance of Executive’s duties that could reasonably be expected to materially injure the reputation, business or business relationships of the Company or any of its affiliates; (iii) perpetration of an intentional and knowing fraud against or affecting the Company or any of its affiliates or any customer, client, agent, or employee thereof; (iv) the commission by or indictment of Executive for (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud (“indictment,” for these purposes, meaning a United States-based indictment, probable cause hearing or any other procedure pursuant to which an initial determination of probable or reasonable cause with respect to such offense is made); or (v) the breach of a covenant set forth in this Agreement. A termination for Cause by the Company of any of the events described in this Section 4.3 shall only be effective on 15 days advance written notification, providing the Executive the opportunity to cure, if reasonably capable of cure within said 15-day period; provided, however, that no such notification is required if the Cause event is not reasonably capable of cure or the Board determines that its fiduciary obligation requires it to effect a termination of the Executive for Cause immediately.

4.4 Termination by Company without Cause or by the Executive for Good Reason. If the Executive’s employment is terminated by the Company without Cause (other than by reason of death or Disability) or by the Executive for Good Reason (as defined below), the Term shall terminate and the Executive shall receive: (i) as severance pay, an amount equal to six months Base Salary (equal to \$325,000 in the aggregate) payable in installments in accordance with the Company’s normal payroll practices over such six month period, (ii) continuation for a 6-month period following the date of termination of group health plan benefits to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as “COBRA”), with the cost of the regular premium for such benefits shared in the same relative proportion by the Company and the Executive as in effect on the date of termination (provided that the Company shall not be required to pay any portion of the premium if such payment would result in penalty taxes imposed on the Company), and (iii) a Cash Bonus for the year prior to the year in which the Executive is so terminated if at the time of termination the Executive has earned a Cash Bonus payment for such prior year and such Cash Bonus has not yet been paid, which prior year Cash Bonus will be paid at the time and in the manner such prior year Cash Bonus is paid to other executives receiving such prior year Cash Bonus. The Company’s obligations pursuant to this Section 4.4 are subject to the Executive’s duty to mitigate damages by seeking other employment provided, however, that the Executive shall not be required to accept a position of lesser importance or of substantially different character than the position held with the Company immediately prior to the effective date of termination. To the extent

that the Executive shall earn compensation during the six month period post termination of employment (without regard to when such compensation is paid), the severance pay of base salary payments to be made by the Company pursuant to this Section 4.4 shall be correspondingly reduced but not below zero. The Executive shall have no further rights to any compensation or any other benefits under this Agreement. For purposes of this Agreement, "Good Reason" means, without the advance written consent of the Executive: (i) a reduction in Base Salary, (ii) a material and continuing reduction in the Executive's responsibilities or (iii) if on or during the 12 month period following a Change- in-Control, the Executive is required to relocate to a principal place of employment which increases her one way commute by more than 50 miles (provided that it shall not constitute Good Reason under this clause (ii) if the Executive is permitted to work remotely); provided, that, a termination by the Executive for Good Reason under clauses (i), (ii) or (iii) shall be effective only if the Executive provides the Company with written notice specifying the event which constitutes Good Reason within thirty (30) days following the occurrence of such event or date the Executive became aware or should have become aware of such event and the Company fails to cure the circumstances giving rise to Good Reason within 30 days after such notice.

4.5 Termination by the Executive other than for Good Reason. The Executive is required to provide the Company with 30 days' prior written notice of termination to the Company. Subject to Section 4.4, upon termination of employment by the Executive, the Term shall terminate and the Executive shall receive any Base Salary earned but not paid prior to such termination and shall have no further rights to any compensation (including any Base Salary or Cash Bonus) or any other benefits under this Agreement, except to the extent already earned and vested as of the day immediately prior to such termination.

4.6 Release. Notwithstanding any other provision of this Agreement to the contrary, the Executive acknowledges and agrees that any and all payments, other than payment of any accrued and unpaid Base Salary to which the Executive is entitled under this Section 4 are conditioned upon and subject to the Executive's execution of a general waiver and release (for the avoidance of doubt, the Restrictive Covenants shall survive the termination of this Agreement), in such form as may be prepared by the Company of all claims, except for such matters covered by provisions of this Agreement which expressly survive the termination of this Agreement. Notwithstanding anything to the contrary, the severance payments and benefits are conditioned on the Executive's execution, delivery and nonrevocation of the general waiver and release of claims within fifty-five (55) days following the Executive's termination of employment (the "Release Condition"). Payments and benefits of amounts which do not constitute nonqualified deferred compensation and are not subject to Section 409A (as defined below) shall commence five (5) days after the Release Condition is satisfied and payments and benefits which are subject to Section 409A shall commence on the 60th day after termination of employment (subject to further delay, if required pursuant to Section 4.7.2 below) provided that the Release Condition is satisfied.

4.7 Section 409A.

4.7.1 This Agreement is intended to satisfy the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code,” and such section, “Section 409A”) with respect to amounts, if any, subject thereto and shall be interpreted and construed and shall be performed by the parties consistent with such intent. If either party notifies the other in writing that one or more provisions of this Agreement contravenes any Treasury Regulations or guidance promulgated under Section 409A or causes any amounts to be subject to interest, additional tax or penalties under Section 409A, the parties shall agree to negotiate in good faith to make amendments to this Agreement as the parties mutually agree, reasonably and in good faith are necessary or desirable, to (i) maintain to the maximum extent reasonably practicable the original intent of the applicable provisions without violating the provisions of Section 409A or increasing the costs to the Company of providing the applicable benefit or payment and (ii) to the extent possible, to avoid the imposition of any interest, additional tax or other penalties under Section 409A upon the parties.

4.7.2 To the extent the Executive would otherwise be entitled to any payment or benefit under this Agreement, or any plan or arrangement of the Company or its Affiliates, that constitutes a “deferral of compensation” subject to Section 409A and that, if paid during the six (6) months beginning on the date of termination of the Executive’s employment, would be subject to the Section 409A additional tax because the Executive is a “specified employee” (within the meaning of Section 409A and as determined by the Company), the payment or benefit will be paid or provided to the Executive on the earlier of the first day following the six (6) month anniversary of the Executive’s termination of employment or death.

4.7.3 Any payment or benefit due upon a termination of the Executive’s employment that represents a “deferral of compensation” within the meaning of Section 409A shall be paid or provided to the Executive only upon a “separation from service” as defined in Treas. Reg. § 1.409A-1(h). Each payment made under this Agreement shall be deemed to be a separate payment for purposes of Section 409A. Amounts payable under this Agreement shall be deemed not to be a “deferral of compensation” subject to Section 409A to the extent provided in the exceptions in Treasury Regulation §§ 1.409A-1(b)(4) (“short-term deferrals”) and (b)(9) (“separation pay plans,” including the exception under subparagraph (iii)) and other applicable provisions of Treasury Regulation § 1.409A-1 through A-6.

4.7.4 Notwithstanding anything to the contrary in this Agreement, any payment or benefit under this Agreement or otherwise that is exempt from Section 409A pursuant to Treasury Regulation § 1.409A-1(b)(9)(v)(A) or (C) (relating to certain reimbursements and in-kind benefits) shall be paid or provided to the Executive only to the extent that the expenses are not incurred, or the benefits are not provided, beyond the last day of the second calendar year following the calendar year in which the Executive’s “separation from service” occurs; and provided further that such expenses are reimbursed no later than the last day of the

third calendar year following the calendar year in which the Executive's "separation from service" occurs. To the extent any expense reimbursement or the provision of any in-kind benefit is determined to be subject to Section 409A (and not exempt pursuant to the prior sentence or otherwise), the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect provision of in-kind benefits or expenses eligible for reimbursement in any other calendar year (except for any life-time or other aggregate limitation applicable to medical expenses), and in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which the Executive incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

5. Restrictive Covenant Acknowledgments; Reasonableness.

The Executive acknowledges that (i) her employment and job duties for the Company, including under this Agreement, have resulted and will continue to result in the Executive's access and exposure to, and familiarity with, Confidential Information (as such term is defined in Section 9 of this Agreement) and that the disclosure or unauthorized use of such Confidential Information by the Executive will injure the Company's business; (ii) the Company's business would suffer great competitive harm if its Confidential Information should be disclosed to its competitors or to the general public, and the Company would also suffer great harm if the Executive were to exploit the relationships which have been established with the Company's customers for the benefit of a competitor; (iii) the Company is entering into this Agreement in order to prevent the disclosure of trade secrets and other competitively sensitive information relating to the Company's business, and in order to facilitate and induce the disclosure of Confidential Information among employees of the Company with the assurance that such information will not be used in unfair competition against the Company; (iv) she has had the opportunity to be represented by counsel in the negotiation and execution of this Agreement; and (v) that the covenants set forth in Sections 6 through 12 of this Agreement are reasonable in terms of duration, scope and area restrictions and are necessary for the protection of the legitimate business interests of the Company and its Affiliates. If, at the time of enforcement of such covenants, a court shall hold that the duration, scope or area restrictions stated therein are unreasonable under circumstances then existing, the Executive and the Company agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed and directed to revise the covenants to cover the maximum period, scope and area permitted by applicable law. For purposes of Sections 5 through 10, 12, 14 and 14 of this Agreement, the term "Company" shall include the Company, its Subsidiaries and its Affiliates.

6. Covenants Relating to Ownership of Notes, Records and Documents.

All memoranda, notes, records and other documents (and copies thereof), whether in hard copy or electronic format, made or compiled by the Executive or made available to the Executive during her employment concerning the business of the Company,

including, without limitation, all technical or scientific data, ideas, intellectual property, records, notes, experiment books, bidding data and other technical material of the Company shall be the Company's property; provided, that, the Executive shall be entitled to keep a copy of this Agreement and compensation and benefit plans to which the Executive is entitled to receive benefits thereunder. All such property shall be delivered to Company on the date of termination of the Executive's employment or upon request at any time by the Company, regardless of whether such property contains Confidential Information.

7. Non-Solicitation Covenants.

7.1 During (i) the Executive's employment with the Company and (ii) for a period of two (2) years following termination of the Executive's employment for any reason (the "NS Restricted Period"), the Executive shall not, directly or indirectly, solicit, divert or take away (or attempt to solicit, divert or take away) the business of any client, customer or supplier of the Company (each such party, a "Restricted Party") or encourage any Restricted Party to cease doing business with the Company or to reduce the amount of business such Restricted Party does with the Company.

7.2 Executive shall not, for the duration of the NS Restricted Period, directly or indirectly, solicit or encourage (or cause to be solicited or encouraged) any person who (i) is an employee of, or consultant then under contract with, the Company or (ii) who was an employee of, or consultant with, the Company within the six-month period preceding such solicitation, to cease employment with, or the provision of services to, the Company.

8. Noncompetition Covenant.

In support of the Executive's commitment to maintain the confidentiality of the Company's Confidential Information, (i) during the Executive's employment with the Company and (ii) for a period of two (2) years following termination of the Executive's employment for any reason (the "NC Restricted Period"), the Executive shall not, directly or indirectly, (a) enter the employ of, or render services to (including as a salesperson, consultant or in strategic planning role), any "Competing Business" within the "Territory" (as such terms are defined below), (b) engage in any Competing Business within the Territory for her own account, or (c) become interested in a Competing Business within the Territory as a partner, shareholder (whether or not a controlling shareholder), director, officer, principal, agent, trustee, or in any other relationship or capacity. For purposes of this Agreement, "Competing Business" shall be defined as any business that engages in clinical research in drug development; provided, however, that this definition shall only apply to clinical research and development activities which involve products and services similar to those provided by the Company during the Term or which, during the Term, the Company anticipates providing; provided, that, as applied to conduct by the Executive following the Term, a Competing Business shall only include such activities that the Company was engaged in, or that the Company anticipated engaging in, as of the last day of the Term. For purposes of this Agreement, "Territory"

shall be defined as each and all of the geographic areas and locations where (x) the Company carries on or transacts its business, (y) the Company sells or markets its products or services, or (z) the Company's customers are located.

9. Covenant Not to Disclose Confidential Information.

The Executive agrees that she has not and shall not, at any time during or after the Term, use, reveal or divulge (i) any trade secrets (as defined under applicable state law), (ii) any other confidential information, including business plans, customer information, formulae, financial information, pricing information, technical scientific data, technical processes clinical or pre-clinical data, protocols, research projects, results, information technology programs or processes, database, or other information which the Company deems to be confidential or commercially sensitive, or (iii) any material confidential information whatsoever concerning any director, officer, employee, shareholder, partner, customer or agent of the Company or their respective family members learned by the Executive heretofore or hereafter (clauses (i) through (iii), collectively, "Confidential Information").

10. Non-disparagement Covenant.

Executive agrees that, during the Executive's employment with the Company and at all times thereafter, the Executive shall not issue, circulate, publish or utter any false or disparaging statements, remarks or rumors about the Company or the customers, employees, directors, managers, officers, products, partners, shareholders or services of the Company; provided, that, nothing herein shall prohibit the parties from providing truthful testimony if such testimony is required by law. vTv agrees that, during the Executive's employment with the Company and at all times thereafter, vTv will instruct its senior officers and directors not issue, circulate, publish or utter any false or disparaging statements, remarks or rumors about the Executive.

11. Inventions Covenant.

11.1 During the course of employment, the Executive agrees to promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulae, processes, algorithms, compositions of matter, computer software programs, databases, mask works, and trade secrets ("Inventions") that the Executive makes or conceives or first reduces to practice or creates, either alone or jointly with others, whether or not in the course of her employment, and whether or not such Inventions are patentable, copyrightable, or protectable as trade secrets.

11.2 The Executive understands that, under copyright laws, any copyrightable works prepared by the Executive within the course and scope of her employment is "works for hire." Consequently, the Company will be considered the author and owner of such works.

11.3 The Executive agrees that all Inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result

from work performed by the Executive for the Company, or (c) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company. The Executive hereby assigns and agrees to transfer to the Company any and all intellectual property, including all intellectual property rights, registrations, trade secrets rights as well as worldwide rights in any intellectual property or other forms of protection.

11.4 The Executive also waives and agrees never to assert any "Moral Rights" the Executive might have in or with respect to any Invention even after the Executive leaves the Company. "Moral Rights" means any right (or similar right existing under the judicial or statutory law of any country or treaty) to claim authorship of any Invention, to object or prevent modification of any Invention, or to withdraw from circulation or to control the publication distribution of any Invention.

11.5 The Executive agrees to execute, acknowledge, make and deliver to Company or its attorneys, without additional compensation, but without expense to the Executive, any and all instruments, including, without limitation, United States and foreign patent applications, trademark and copyright applications, applications for securing, protecting or registering any property rights embraced within this Agreement, powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements, and to do any and all lawful acts that, in the judgment of the Company or its attorneys, may be necessary or desirable to vest in or secure for, or maintain for the benefit of, the Company, adequate patent and other property rights in the United States and all foreign countries with respect to any and all such Inventions.

11.6 The Executive has attached hereto a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by the Executive prior to employment with the Company (collectively referred to as "Prior Inventions"), which belong to the Executive, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, the Executive represents that there are no such Prior Inventions. The Executive agrees that she will not incorporate, or permit to be incorporated, any Prior Invention owned by the Executive or in which she has an interest into a Company product or process without the Company's prior written consent. Notwithstanding the foregoing sentence, if, in the course of the Executive's employment, the Executive incorporates into a Company product or process a Prior Invention owned by the Executive or in which she has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product or process.

12. Property of the Company.

The Executive acknowledges that from time to time in the course of providing services pursuant to this Agreement she shall have the opportunity to inspect and use certain property, both tangible and intangible, of the Company, and the Executive hereby agrees that said property shall remain the exclusive property of the Company, and the

Executive shall have no right or proprietary interest in such property, whether tangible or intangible, including, without limitation, the Company's customer and supplier lists, contract forms, books of account, computer programs and similar property. The Executive acknowledges and agrees that she has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages and voice messages) and that the Executive's activity and any files or messages on or using any of those systems may be monitored at any time without notice. The Executive further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel without notice.

13. Cooperation.

The Executive agrees that during and after her employment with the Company, the Executive will assist the Company in the defense of any claims or potential claims that may be made or threatened to be made against the Company in any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (each, an "Action"), and will assist the Company in the prosecution of any claims that may be made by the Company in any Action, to the extent that such claims may relate to the Executive's employment or the period of the Executive's employment by the Company. The Executive agrees, unless precluded by law, to promptly inform the Company if the Executive is asked to participate (or otherwise become involved) in any such Action. The Executive also agrees, unless precluded by law, to promptly inform the Company if the Executive is asked to assist in any investigation (whether governmental or otherwise) of the Company or any of its Affiliates (or their actions) to the extent that such investigation may relate to the Executive's employment or the period of the Executive's employment by the Company, regardless of whether a lawsuit has then been filed against the Company with respect to such investigation. The Company shall reimburse the Executive for the Executive's reasonable out-of-pocket expenses associated with such cooperation following her termination of employment.

14. Remedies.

14.1 The Executive and the Company agree and acknowledge that any breach or threatened breach of this Agreement by the Executive would result in continuing material and irreparable harm and injury to the Company and/or its Affiliates, and because either (i) money damages will not provide an adequate remedy to the Company or (ii) it would be difficult or impossible to establish the full monetary value of such damages, the Company shall be entitled to equitable relief (including, without limitation, specific performance, account for profits, or injunctive relief) in the event of the Executive's breach or threatened breach of this Agreement. Any equitable relief is in addition to any other available remedy, including, damages. In connection with the bringing of any legal or equitable action for the enforcement of this Agreement, the Company shall be entitled to recover, regardless of whether the Company seeks equitable relief, and regardless of the nature of the relief afforded, such reasonable attorneys' fees and expenses as the Company may incur in such legal action.

14.2 In addition to any other remedy which may be available (i) at law or in equity or (ii) pursuant to any other provision of this Agreement, the continued payments by the Company of Base Salary and the regular premium for group health benefits pursuant to Section 4.4 (as modified by Section 2.2, if applicable) will cease as of the date on which such violation first occurs. In addition, if the Executive breaches any of the Restrictive Covenants and the Company obtains injunctive relief with respect thereto (that is not later reversed or otherwise terminated or vacated by judicial order), the period during which the Executive is required to comply with that particular covenant shall be extended by the same period that the Executive was in breach of such covenant prior to the effective date of such injunctive relief.

14.3 Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall prohibit Executive from reporting possible violations of federal law or regulation to or otherwise cooperating with or providing information requested by any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the United States Congress, any state legislative and executive agency, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive does not need the prior authorization of the Company to make any such reports or disclosures and Executive is not required to notify the Company that Executive has made such reports or disclosures.

15. Executive Representation.

15.1 The Executive hereby represents and warrants that (i) the execution, delivery and performance of this Agreement by the Executive does not and will not conflict with, breach, violate, or cause a default under any agreement, contract, or instrument to which the Executive is a party or any judgment, order, or decree to which the Executive is subject and (ii) the Executive is not a party or bound by any other employment agreement, noncompetition agreement, or confidentiality agreement with any other person or entity, other than the Company. The Executive further represents that she shall provide a copy of this Agreement to any new employer during the Term and for three (3) years thereafter and that the Company shall have a right to provide a copy of this Agreement to any new employer of the Executive during such period.

15.2 Prior to execution of this Agreement, the Executive was advised by the Company of the Executive's right to seek independent advice from an attorney of the Executive's own selection regarding this Agreement. The Executive acknowledges that the Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel and has in fact consulted with counsel. The Executive further represents that in entering into this Agreement, the Executive is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Executive is relying only upon the Executive's own judgment and any advice provided by the Executive's attorney. The Executive acknowledge and agrees that she was represented by counsel and expressly agrees to all the provisions in this

Agreement, including, without limitation, the governing law, venue and forum in Section 17.

16. Notices.

All notices, requests, consents, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight courier or mailed first class, postage prepaid, by registered or certified mail (notices mailed shall be deemed to have been given on the date mailed), as follows (or to such other address as either party shall designate by notice in writing to the other in accordance herewith):

If to the Company, to:

vTv Therapeutics LLC
3980 Premier Drive, Suite 310
High Point, NC 27265
Attention: Chairperson of the Board

If to vTv, to:

vTv Therapeutics Inc.
3980 Premier Drive, Suite 310
High Point, NC 27265
Attention: Chairperson of the Board

If to the Executive, to:

Such address as shall most currently appear on the records of the Company.

17. Governing Law; Dispute Resolution.

17.1 It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof that would call for the application of the substantive law of any jurisdiction other than the State of Delaware.

17.2 Each party irrevocably agrees for the exclusive benefit of the other that any and all suits, actions or proceedings relating to this Agreement (a "Proceeding") shall be maintained in either the courts of the State of Delaware or the federal District Courts sitting in Wilmington, Delaware (collectively, the "Chosen Courts") and that the Chosen Courts shall have exclusive jurisdiction to hear and determine or settle any such Proceeding and that any such Proceedings shall only be brought in the Chosen Courts. Each party irrevocably waives any objection that it may have now or hereafter to the laying of the venue of any Proceedings in the Chosen Courts and any claim that any Proceedings have been brought in an inconvenient forum and

further irrevocably agrees that a judgment in any Proceeding brought in the Chosen Courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

17.3 Each of the parties hereto agrees that this Agreement involves at least \$100,000 and that this Agreement has been entered into in express reliance on Section 2708 of Title 6 of the Delaware Code. Each of the parties hereto irrevocably and unconditionally agrees that (i) to the extent such party is not otherwise subject to service of process in the State of Delaware, it will appoint (and maintain an agreement with respect to) an agent in the State of Delaware as such party's agent for acceptance of legal process and notify the other parties hereto of the name and address of said agent, (ii) service of process may also be made on such party by pre-paid certified mail with a validated proof of mailing receipt constituting evidence of valid service sent to such party at the address set forth in Section 16 of this Agreement, as such address may be changed from time to time pursuant hereto, and (iii) service made pursuant to clause (i) or (ii) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of Delaware.

18. General.

18.1 JURY TRIAL WAIVER. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT WITH THE COMPANY IS LITIGATED OR HEARD IN ANY COURT.

18.2 Continuation of Employment. Unless the parties otherwise agree in writing, continuation of the Executive's employment with the Company beyond the expiration of the Term shall be deemed an employment "at will" and shall not be deemed to extend any of the provisions of this Agreement, and the Executive's employment may thereafter be terminated "at will" by the Executive or the Company and the Executive will be entitled to fringe benefits which the Executive is eligible to receive for so long as the Executive continues to be employed with the Company and the Executive shall be eligible for severance in accordance with the terms of the Company's severance policy then in effect. Notwithstanding the foregoing, the Executive shall be subject to the Restrictive Covenants set forth in Sections 6 through 12 of this Agreement for the NC Restricted Period, the NS Restricted Period, the Reduced NC Restricted Period, or such other duration specified in the section of this Agreement applicable to such Restrictive Covenant, as applicable.

18.3 Headings. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

18.4 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the Executive's employment by the

Company, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the Executive's employment by the Company and its Affiliates including, without limitation, effective as of the Effective Date (any term sheets), and any severance, retention, change in control or similar types of benefits. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth.

18.5 Assignment; Successors. This Agreement, and the Executive's rights and obligations hereunder, may not be assigned by the Executive. The Company may assign its rights, together with its obligations, hereunder (i) to any Affiliate or (ii) to third parties in connection with any sale, transfer or other disposition of all or substantially all of the business or assets of the Company; in any event the obligations of the Company hereunder shall be binding on its successors or assigns, whether by merger, consolidation or acquisition of all or substantially all of its business or assets. For the avoidance of doubt, the Company may assign this Agreement to vTv in connection with any internal reorganization.

18.6 Waiver. This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms or covenants hereof may be waived, only by a written instrument executed by all of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

18.7 Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such federal, state, local and other taxes as may be required to be withheld pursuant to any applicable law or regulation.

19. Subsidiaries and Affiliates.

19.1 As used herein, the term "Subsidiary" shall mean any corporation or other business entity controlled directly or indirectly by the corporation or other business entity in question, and the term "Affiliate" shall mean and include any corporation or other business entity directly or indirectly controlling, controlled by or under common control with the corporation or other business entity in question.

[Remainder of Page Intentionally Left Blank]

ANNEX A

Executive currently serves in the following roles

1. Member of the board of directors and audit committee member of Design Therapeutics (NASDAQ: DSGN).
2. Independent Advisor to Equilibre Biopharmaceuticals
3. Independent Advisor to Graviton Biosciences

In addition, Executive will be permitted to serve in the following roles

Advisor to other companies; if the Board concludes that such advisory role does not create a conflict of interest or materially interfere with your duties and responsibilities to the Company.

Subject to the advance approval of the Board, the Executive shall be permitted to serve as a member of the board of directors of other public companies.

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

VTV THERAPEUTICS LLC

By: /s/ Robin E. Abrams
Name: Robin E. Abrams
Title: Executive Chair

For purposes of Sections 3.2.2 hereof, only:

VTV THERAPEUTICS INC.

By: /s/ Robin E. Abrams
Name: Robin E. Abrams
Title: Executive Chair

/s/ Deepa Prasad
Deepa Prasad

[Signature Page to Prasad Employment Agreement]

VTV THERAPEUTICS INC.
INDUCEMENT AWARD
NONQUALIFIED
OPTION AWARD AGREEMENT

THIS INDUCEMENT AWARD NONQUALIFIED OPTION AWARD AGREEMENT (the "Agreement"), is entered into as of October 19, 2021 (the "Date of Grant"), by and between vTv Therapeutics Inc., a Delaware corporation (the "Company"), and Deepa Prasad (the "Participant").

WHEREAS, the Board has determined that it is in the best interests of the Company and its stockholders to grant the Option provided for herein to the Participant subject to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Option.

(a) Inducement Award Grant. The Company hereby grants to the Participant an Option (the "Option") to purchase **2,498,635** shares of Class A Common Stock (such shares, the "Option Shares"), on the terms and conditions set forth in this Agreement. The Option is granted as an employment inducement award pursuant to Listing Rule 5635(c) of the corporate governance rules of the NASDAQ Stock Market. Accordingly, the Option is being granted outside of the Company's existing equity compensation plans. However, the Option will be governed in all respects as if issued under the Company's 2015 Omnibus Equity Incentive Plan, as amended from time to time (the "Plan"), as in effect on the date of its adoption by the Board and as may be amended thereafter from time to time. Accordingly, the terms of the Plan are hereby incorporated by reference. The Option is not intended to be, and shall not be treated as, an incentive stock option, as defined in Section 422 of the U.S. Internal Revenue Code of 1986, as amended. The Options shall vest in accordance with Section 2. The Exercise Price shall be \$1.47 per Option Share.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Participant and his legal representative in respect of any questions arising under the Plan or this Agreement. The Participant acknowledges that he or she has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

2. Vesting.

(a) Except as may otherwise be provided herein subject to the Participant's continued employment or service with the Company or an Affiliate, the Options shall become vested and exercisable on the third anniversary of the Date of Grant (the "Vesting Date")

(b) Notwithstanding the preceding Section 2(a), all or portion of the Options may accelerate and vest prior to the Vesting Date, subject to the achievement of the performance measures as set forth on Exhibit A, attached hereto.

3. Termination of Employment or Service.

(a) Except as otherwise provided herein if the Participant's employment or service with the Company and its Affiliates terminates for any reason other than as set forth in Section 3(b) hereof, the unvested portion of the Option shall be cancelled immediately, and the Participant shall immediately forfeit any rights to the Option Shares subject to such unvested portion.

(b) Notwithstanding Section 3(a), if the Participant's employment with the Company and its Affiliates is terminated by the Company or its Affiliates without Cause (other than for death or disability) or by the Participant for Good Reason (collectively a "Qualifying Termination"), then the Participant shall vest in the Pro Rata Amount of Options (less any portion of the Options which previously vested. "Pro Rata Amount" shall mean the number of Options multiplied by a fraction (which shall not be greater than one (1) with (i) the numerator equal to the number of days the Participant is employed by the Company or an Affiliate commencing on the Grant Date through the date of termination and (ii) the denominator equal to 1096. Cause and Good Reason shall have the meaning set forth in the Participant's employment agreement with vTv Therapeutics LLC dated October 19, 2021.

(c) In the event of a Qualifying Termination on or within 12 months following a Change in Control, then all Options held by such Participant that are outstanding shall become immediately exercisable with respect to 100% of the shares subject to such Options.

4. Expiration.

(a) In no event shall all or any portion of the Option be exercisable after the tenth annual anniversary of the Date of Grant (such ten-year period, the "Option Period"); provided, that, if the Option Period would expire at a time when trading in the shares of Class A Common Stock is prohibited by the Company's securities trading policy (or Company-imposed "blackout period"), the Option Period shall be automatically extended until the 30th day following the expiration of such prohibition (but not to the extent any such extension would otherwise violate Section 409A of the Code).

(b) If, prior to the end of the Option Period, the Participant's employment or services with the Company and all Affiliates is terminated by the Company without Cause or by the Participant for any reason, the Option shall expire on the earlier of the last day of the Option Period or the date that is 90 days after the date of such termination. In the event of a termination described in this subsection (b), the Option shall remain exercisable by the Participant until its expiration only to the extent the Option was exercisable at the time of such termination or in the case of termination after Change-in-Control.

(c) If (x) the Participant's employment or service is terminated prior to the end of the Option Period on account of his or her Disability, (y) the Participant dies while still in the employ of the Company or an Affiliate or (z) the Participant dies following a termination described in subsection (b) above but prior to the expiration of an Option, the Option shall expire on the earlier of the last day of the

Option Period or the date that is one year after the date of death or termination on account of Disability of the Participant, as applicable. In such event, the Option shall remain exercisable by the Participant or his beneficiary, as applicable, until its expiration only to the extent the Option was exercisable by the Participant at the time of such event.

(d) If the Participant ceases employment or service with the Company or any Affiliates due to a termination for Cause or a termination for any reason at a time when grounds to terminate the Participant's employment for Cause exist, the Option (including any vested portion of the Option) shall expire immediately upon such termination.

5. Method of Exercise and Form of Payment. No Option Shares shall be delivered pursuant to any exercise of the Option until payment in full is made to the Company of the Exercise Price and an amount equal to any U.S. federal, state, local and non-U.S. income and employment taxes required to be withheld is withheld. The Option may be exercised by delivery of written or electronic notice of exercise to the Company or its designee (including a third party administrator) in accordance with the terms hereof. The Exercise Price and all applicable required withholding taxes shall be payable (i) in cash, check, cash equivalent (including bank or certified check or wire transfer) and/or in shares of Class A Common Stock (or any combination of the foregoing) valued at the Fair Market Value at the time the Option is exercised (including, pursuant to procedures approved by the Committee, by means of attestation of ownership of a sufficient number of shares of Class A Common Stock in lieu of actual delivery of such shares to the Company); provided, that, such shares of Class A Common Stock are not subject to any pledge or other security interest; or (ii) by such other method as the Committee may in its sole discretion permit, including without limitation: (A) in other property having a fair market value equal to the Exercise Price and all applicable required withholding taxes or (B) if there is a public market for the shares of Class A Common Stock at such time, by means of a broker-assisted "cashless exercise" pursuant to which the Company is delivered a copy of irrevocable instructions to a stockbroker to sell the shares of Class A Common Stock otherwise deliverable upon the exercise of the Option and to deliver promptly to the Company an amount equal to the Exercise Price and all applicable required withholding taxes; or (C) by means of a "net exercise" procedure effected by withholding the number of shares of Class A Common Stock otherwise deliverable in respect of an Option that are needed to pay for the Exercise Price and all applicable required withholding taxes up to the maximum statutory withholding rate. Any fractional shares of Class A Common Stock shall be settled in cash.

6. Rights as a Stockholder. The Participant shall not be deemed for any purpose to be the owner of any shares of Class A Common Stock subject to this Option unless, until and to the extent that (i) this Option shall have been exercised pursuant to its terms, (ii) the Company shall have issued and delivered to the Participant the Option Shares and (iii) the Participant's name shall have been entered as a stockholder of record with respect to such Option Shares on the books of the Company. The Company shall cause the actions described in clauses (ii) and (iii) of the preceding sentence to occur promptly following settlement as contemplated by this Agreement, subject to compliance with applicable laws.

7. Compliance with Legal Requirements.

(a) Generally. The granting and exercising of the Option, and any other obligations of the Company under this Agreement, shall be subject to all applicable U.S. federal, state and local laws, rules and regulations, all applicable non-U.S. laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Participant agrees to take all steps the Committee or the Company determines are reasonably necessary to comply with all applicable provisions of U.S. federal and state securities law and non-U.S. securities law in exercising his or her rights under this Agreement.

(b) **Tax Withholding.** Any exercise of the Option shall be subject to the Participant satisfying any applicable U.S. federal, state and local tax withholding obligations and non-U.S. tax withholding obligations. The Company shall have the right and is hereby authorized to withhold from any amounts payable to the Participant in connection with the Option or otherwise the amount of any required withholding taxes in respect of the Option, its exercise or any payment or transfer of the Option or under the Plan and to take any such other action as the Committee or the Company deem necessary to satisfy all obligations for the payment of such withholding taxes. The Committee, may in its sole discretion permit the Participant to satisfy, in whole or in part, the tax obligations by withholding shares of Class A Common Stock that would otherwise be received upon exercise of the Option with a Fair Market Value equal to such withholding liability (but no more than the maximum required statutory withholding liability).

8. Clawback. Notwithstanding anything to the contrary contained herein, the Committee may cancel the Option award if the Participant, without the consent of the Company, has engaged in or engages in activity that is in conflict with or adverse to the interest of the Company or any Affiliate while employed by or providing services to the Company or any Affiliate, including fraud or conduct contributing to any financial restatements or irregularities, or violates a non-competition, non-solicitation, non-disparagement or non-disclosure covenant or agreement with the Company or any Affiliate, as determined by the Committee. In such event, the Participant will forfeit any compensation, gain or other value realized thereafter on the vesting or exercise of the Option, the sale or other transfer of the Option, or the sale of shares of Class A Common Stock acquired in respect of the Option, and must promptly repay such amounts to the Company. If the Participant receives any amount in excess of what the Participant should have received under the terms of the Option for any reason (including without limitation by reason of a financial restatement, mistake in calculations or other administrative error), all as determined by the Committee, then the Participant shall be required to promptly repay any such excess amount to the Company. To the extent required by applicable law and/or the rules and regulations of NASDAQ or any other securities exchange or inter-dealer quotation system on which the Class A Common Stock is listed or quoted, or if so required pursuant to a written policy adopted by the Company, the Option shall be subject (including on a retroactive basis) to clawback, forfeiture or similar requirements (and such requirements shall be deemed incorporated by reference into this Agreement).

9. Restrictive Covenants. In the event that the Participant violates any restrictive covenants applicable to the Participant, in addition to any other remedy which may be available at law or in equity, the Option shall be forfeited effective as of the date on which such violation first occurs, unless otherwise determined by the Committee. The foregoing rights and remedies are in addition to any other rights and remedies that may be available to the Company and shall not prevent (and the Participant shall not assert that they shall prevent) the Company from bringing one or more actions in any applicable jurisdiction to recover damages as a result of the Participant's breach of such restrictive covenants.

10. Miscellaneous.

(a) **Transferability.** The Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered (a "Transfer") by the Participant other than by will or by the laws of descent and distribution, pursuant to a qualified domestic relations order or as otherwise permitted under Section 15(b) of the Plan. Any attempted Transfer of the Option contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

(b) **Waiver.** Any right of the Company contained in this Agreement may be waived in writing by the Committee. No waiver of any right hereunder by any party shall operate as a waiver of any

other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(c) Section 409A. The Option is not intended to be subject to Section 409A of the Code. Notwithstanding the foregoing or any provision of the Plan or this Agreement, if any provision of the plan or this Agreement contravenes Section 409A of the Code or could cause the Participant to incur any tax, interest or penalties under Section 409A of the Code, the Committee may, in its sole discretion and without the Participant's consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of taxes, interest and penalties under Section 409A of the Code, and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section 10(c) does not create an obligation on the part of the Company to modify the Plan or this Agreement and does not guarantee that the Option or the Option Shares will not be subject to interest and penalties under Section 409A.

(d) Notices. Any notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax, pdf/email or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three (3) business days after mailing but in no event later than the date of actual receipt. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Company's records, or if to the Company, to the attention of the Chief Financial Officer of the Company at the Company's principal executive office.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Rights to Employment or Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Participant at any time for any reason whatsoever.

(g) Fractional Shares. In lieu of issuing a fraction of a share of Class A Common Stock resulting from any exercise of the Option or an adjustment of the Option pursuant to Section 12 of the Plan or otherwise, the Company shall be entitled to pay to the Participant an amount in cash equal to the Fair Market Value of such fractional share.

(h) Beneficiary. The Participant may file with the Committee a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation.

(i) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, heirs and successors of the Participant.

(j) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations in respect thereto. No change, modification or

waiver of any provision of this Agreement shall be valid unless the same be in writing and signed by the parties hereto, except for any changes permitted without consent under Section 12 or 14 of the Plan.

(k) Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of Delaware.

(i) Dispute Resolution; Consent to Jurisdiction. All disputes between or among any Persons arising out of or in any way connected with the Plan, this Agreement or the Option shall be solely and finally settled by the Committee, acting in good faith, the determination of which shall be final. Any matters not covered by the preceding sentence shall be solely and finally settled in accordance with the Plan, and the Participant and the Company consent to the personal jurisdiction of the United States Federal and state courts sitting in Wilmington, Delaware as the exclusive jurisdiction with respect to matters arising out of or related to the enforcement of the Committee's determinations and resolution of matters, if any, related to the Plan or this Agreement not required to be resolved by the Committee. Each such Person hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the last known address of such Person, such service to become effective ten (10) days after such mailing.

(ii) Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated (whether based on contract, tort or any other theory). Each party hereto (A) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (B) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this section.

(l) Headings; Gender. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement. Masculine pronouns and other words of masculine gender shall refer to both men and women as appropriate.

(m) Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

(n) Electronic Signature and Delivery. This Agreement may be accepted by return signature or by electronic confirmation. By accepting this Agreement, the Participant consents to the electronic delivery of prospectuses, annual reports and other information required to be delivered by U.S. Securities and Exchange Commission rules (which consent may be revoked in writing by the Participant at any time upon three (3) business days' notice to the Company, in which case subsequent prospectuses, annual reports and other information will be delivered in hard copy to the Participant).

(o) Electronic Participation. The Company may, in its sole discretion, decide to deliver any documents related to this award by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate through an on-line or electronic system

established and maintained by the Company or a third party designated by the Company to the extent so requested by the Company.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Company and the Participant as of the day first written above.

VTV THERAPEUTICS INC.

By: /s/ Robin E. Abrams
Name: Robin E. Abrams
Title: Executive Chair

/s/ Deepa Prasad
DEEPA PRASAD

[Signature Page to Prasad Option Agreement]

EXHIBIT A

If during the Term (as defined in the Employment Agreement), the Company obtains a third party(ies) (non- affiliated) investment of \$50 million or more in a Board approved transaction or series of integrated transactions, then one-third of the Option (less any amount previously vested) shall vest upon the consummation of such investment.

If during the Term, the Company obtains a third party(ies) (non- affiliated) investment of \$100 million or more in a Board approved transaction or series of integrated transactions, then 50% of the Option (less any amount previously vested) shall vest upon the consummation of such investment.

If during the Term, the Company completes and announces successful pivotal Phase 3 trials for TTP399, then 75% of the Option (less any amount previously vested) shall vest upon such announcement.

If during the Term, the Company receives FDA approval of a New Drug Application for TTP399, then 100% of the Option (less any amount previously vested) shall vest upon such approval.

The Board shall determine in good faith whether the performance vesting has been achieved under this Exhibit A and, for the avoidance of doubt, the Board shall be permitted to make adjustments as set forth in section 12 of the Plan.



vTv Therapeutics Announces Deepa Prasad as New President and CEO

HIGH POINT, N.C., Oct. 20, 2021 at 9am (GLOBE NEWSWIRE) -- [vTv Therapeutics Inc.](#) (Nasdaq: VTVT) a clinical-stage biopharmaceutical company focused on the development of orally administered treatments for type 1 diabetes and psoriasis, today announced that Deepa Prasad will lead the company as President and Chief Executive Officer, effective immediately. Stephen L. Holcombe who previously served as vTv's President and Chief Executive Officer will be retiring.

Deepa joins vTv as it sets to launch phase 3 pivotal studies for its most advanced product, TTP399, which was granted Breakthrough Therapy Designation by the FDA in April as an oral adjunctive therapy for the treatment of type 1 diabetes.

Recent positive results from the phase 2 study showed treatment with TTP399 resulted in a statistically significant improvement in HbA1c relative to placebo and a clinically meaningful decrease (40%) in the frequency of severe and symptomatic hypoglycemia.

Earlier this month, vTv announced positive results from a mechanistic study indicating no increased risk of ketoacidosis with TTP399 during acute insulin withdrawal in patients with type 1 diabetes. Patients taking TTP399 also reported no events of hypoglycemia, while four events of hypoglycemia were reported in the placebo arm.

"I am thrilled to have Deepa to step in to this role at an exciting time," said Robin E. Abrams, vTv Chairwoman. "Deepa is the right choice to steer the company through this final stage of TTP399 development, given her significant experience in leadership roles at several prominent healthcare companies during pivotal moments of change and growth."

Ms. Prasad brings over 20 years of healthcare experience spanning venture capital, biotech investment banking, general management, startups and legislation. She most recently served as Managing Director at WestRiver Group, where she led the firm's investments in Design Therapeutics (Nasdaq: DSGN), Ginger (now \$3B Headspace Health), and Curai. She currently sits on the Board of Design Therapeutics and is an Independent Advisor to Equilibre Biopharmaceuticals. In June 2021, Deepa was awarded the Falk Marques General Partners Rising Star Award sponsored by Deloitte.

"I am pleased to join vTv Therapeutics and lead us through our next phase of growth," said Prasad. "Hypoglycemia is a significant cause of morbidity and potential mortality, and vTv is well-positioned to address this serious issue for the worldwide and growing Type 1 diabetes patient population."

About vTv Therapeutics

vTv Therapeutics Inc. is a clinical-stage biopharmaceutical company focused on developing oral, small molecule drug candidates. vTv has a pipeline of clinical drug candidates led by programs for the treatment of type 1 diabetes and psoriasis. vTv's development partners are pursuing additional indications in type 2 diabetes, chronic obstructive pulmonary disease, renal disease, primary mitochondrial myopathy, and pancreatic cancer. For more information, please visit www.vtvtherapeutics.com or follow us on Twitter: @vTvTherapeutics.

On October 19, 2021, Ms. Prasad was granted stock options (the "Options") to purchase 2,498,635 shares of the Class A common stock of vTv at an exercise price of \$1.47 per share pursuant to an inducement award agreement (the "Inducement Award Agreement"). Subject to potential acceleration upon the achievement of certain performance metrics as set forth in the Inducement Award Agreement, the Options will vest on the third anniversary of the grant date. Upon certain terminations of employment, a portion of the Options will vest on a pro rata basis based on the number of days employed during the three year term. The grant of Options was made as an inducement grant under NASDAQ Listing Rule 5635(c)(4).

Forward-Looking Statements

This release contains forward-looking statements, which involve risks and uncertainties. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will," "would" and, in each case, their negative or other various or comparable terminology. All statements other than statements of historical facts contained in this release, including statements regarding the timing of our clinical trials, our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management and expected market growth are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Important factors that could cause our results to vary from expectations include those described under the heading "Risk Factors" in our Annual Report on Form 10-K and our other filings with the SEC. These forward-looking statements reflect our views with respect to future events as of the date of this release and are based on assumptions and subject to risks and uncertainties. Given these uncertainties, you should not place undue reliance on these forward-looking statements. These forward-looking statements represent our estimates and assumptions only as of the date of this release and, except as required by law, we undertake no obligation to update or review publicly any forward-looking statements, whether as a result of new information, future events or otherwise after the date of this release. We anticipate that subsequent events and developments will cause our views to change. Our forward-looking statements do not reflect the potential impact of any future acquisitions, merger, dispositions, joint ventures or investments we may undertake. We qualify all of our forward-looking statements by these cautionary statements.

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Source: vTv Therapeutics Inc.
