

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): **November 8, 2021**

Outlook Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37759
(Commission File Number)

38-3982704
(IRS Employer Identification
No.)

**485 Route 1 South
Building F, Suit 320
Iselin, New Jersey**
(Address of principal executive offices)

08830
(Zip Code)

Registrant's telephone number, including area code: **(609) 619-3990**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock	OTLK	The Nasdaq Stock Market LLC
Series A Warrants	OTLKW	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

On November 8, 2021, Outlook Therapeutics, Inc. (the “Company”) entered into amendments to its consulting agreements with each of Jeff Evanson, the Company’s Chief Commercial Officer, and Terry Dagnon, the Company’s Chief Operating Officer (collectively, the “Consulting Agreement Amendments”). The Consulting Agreement Amendments increase each of Mr. Evanson’s and Mr. Dagnon’s hours from 20 hours per week to 30 hours per week, with a proportionate increase in the monthly fee from \$25,000 to \$37,500, effective as of November 1, 2021.

The foregoing descriptions of the Consulting Agreement Amendments are summaries of the material terms of such agreements, do not purport to be complete and are qualified in their entirety by reference to the full text of the Consulting Agreement Amendments, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated by reference herein.

Item 9.01 **Financial Statements and Exhibits**

(d) Exhibits.

Exhibit No.	Description
<u>10.1</u>	<u>Amendment No.1 to Consulting Agreement between the Company and Scott Three Consulting, LLC (Evanson) dated as of November 8, 2021.</u>
<u>10.2</u>	<u>Amendment No. 1 to Consulting Agreement between the Company and The Dagnon Group LLC (Dagnon) dated as of November 8, 2021.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Outlook Therapeutics, Inc.

Date: November 12, 2021

By: /s/ Lawrence A. Kenyon
Lawrence A. Kenyon
Chief Financial Officer

**AMENDMENT NO.1 TO
CONSULTING AGREEMENT**

This Amendment No. 1 to Consulting Agreement (“**Amendment**”) is entered into by and between Outlook Therapeutics, Inc. (“**Company**”) and Scott Three Consulting, LLC (such entity, including its control persons, affiliates, directors and officers, “**Consultant**”) (each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”) as of November 1, 2021 (“**Effective Date**”).

Company and Consultant entered into that certain Consulting Agreement as of January 27, 2020 (the “**Consulting Agreement**”), and Company and Consultant desire to amend Exhibit A of the Consulting Agreement pursuant to the terms of this Amendment. In consideration of Consultant’s continued engagement with the Company and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Definitions

Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Consulting Agreement.

2. Amendments

The Parties hereby agree that the Consulting Agreement shall be amended as follows:

In Section 2 of Exhibit A of the Consulting Agreement, reference to “20 hours” shall be struck and replaced with “30 hours” so that the relevant portion of Section 2 of Exhibit A of the Consulting Agreement shall read as follows:

“The Company and Consultant agree that the Services: (A) will require up to 30 hours of work by Consultant per week for the Company, provided that Consultant may provide more than 30 hours of work upon mutual agreement of the Parties”

The Services Fee in Section 3.A of Exhibit A of the Consulting Agreement shall be increased from a monthly fee of \$25,000 to a monthly fee of \$37,500 for performing the Services during the term of the Consulting Agreement.

3. Continuation

Except as set forth herein, all of the terms and conditions set forth in the Consulting Agreement, including its exhibits, are unchanged and shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. If any provision of this Amendment is inconsistent with the Consulting Agreement, the Parties intend that the terms of this Amendment shall control solely to the extent required to make the Consulting Agreement consistent with this Amendment.

4. Construction of Terms

This Amendment constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any other agreements or promises made to Consultant by anyone with respect to this subject matter, whether oral or written. No modification to this Amendment shall be valid unless in writing and signed by the Parties hereto.

5. Governing Law

This Agreement shall be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of any jurisdiction.

6. Counterparts

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, with the same force and effectiveness as though executed in a single document.

7. Effective Date

The terms and conditions set forth in this Amendment shall be effective as of the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of November 8, 2021.

SCOTT THREE CONSULTING, LLC

OUTLOOK THERAPEUTICS, INC.

By: /s/ Jeff Evanson

By: /s/ C. Russell Trenary III

Name: Jeff Evanson

Name: C. Russell Trenary III

Title: President

Title: President & CEO

**AMENDMENT NO.1 TO
CONSULTING AGREEMENT**

This Amendment No. 1 to Consulting Agreement (“**Amendment**”) is entered into by and between Outlook Therapeutics, Inc. (“**Company**”) and The Dagnon Group LLC (such entity, including its control persons, affiliates, directors and officers, “**Consultant**”) (each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”) as of November 1, 2021 (“**Effective Date**”).

Company and Consultant entered into that certain Consulting Agreement as of January 27, 2020 (the “**Consulting Agreement**”), and Company and Consultant desire to amend Exhibit A of the Consulting Agreement pursuant to the terms of this Amendment. In consideration of Consultant’s continued engagement with the Company and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Definitions

Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Consulting Agreement.

2. Amendments

The Parties hereby agree that the Consulting Agreement shall be amended as follows:

In Section 2 of Exhibit A of the Consulting Agreement, reference to “20 hours” shall be struck and replaced with “30 hours” so that the relevant portion of Section 2 of Exhibit A of the Consulting Agreement shall read as follows:

“The Company and Consultant agree that the Services: (A) will require up to 30 hours of work by Consultant per week for the Company, provided that Consultant may provide more than 30 hours of work upon mutual agreement of the Parties”

The Services Fee in Section 3.A of Exhibit A of the Consulting Agreement shall be increased from a monthly fee of \$25,000 to a monthly fee of \$37,500 for performing the Services during the term of the Consulting Agreement.

3. Continuation

Except as set forth herein, all of the terms and conditions set forth in the Consulting Agreement, including its exhibits, are unchanged and shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. If any provision of this Amendment is inconsistent with the Consulting Agreement, the Parties intend that the terms of this Amendment shall control solely to the extent required to make the Consulting Agreement consistent with this Amendment.

4. Construction of Terms

This Amendment constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any other agreements or promises made to Consultant by anyone with respect to this subject matter, whether oral or written. No modification to this Amendment shall be valid unless in writing and signed by the Parties hereto.

5. Governing Law

This Agreement shall be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of any jurisdiction.

6. Counterparts

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, with the same force and effectiveness as though executed in a single document.

7. Effective Date

The terms and conditions set forth in this Amendment shall be effective as of the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of November 8, 2021.

THE DAGNON GROUP, LLC

By: /s/ Terry J. Dagnon

Name: Terry J. Dagnon

Title: President

OUTLOOK THERAPEUTICS, INC.

By: /s/ C. Russell Trenary III

Name: /s/ C. Russell Trenary III

Title: President and Chief Executive Officer