
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) March 5, 2024



FRESH TRACKS THERAPEUTICS, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-21088
(Commission File
Number)

93-0948554
(IRS Employer
Identification No.)

2000 Central Avenue
Suite 100
Boulder, CO 80301
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (720) 505-4755

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

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 1.02. Termination of a Material Definitive Agreement.

On March 5, 2024, Fresh Tracks Therapeutics, Inc. (the “Company”) and Carna Biosciences, Inc. (“Carna”) entered into a Termination of License Agreement (the “Termination Agreement”), pursuant to which the parties agreed to terminate, effective as of March 1, 2024, that certain Exclusive License Agreement, dated as of February 2, 2022, by and between Carna and the Company (the “Carna License Agreement”), subject to the survival of certain provisions regarding indemnification, confidentiality, dispute resolution, record retention, audit rights, taxes and ownership of inventions.

The foregoing summary of the Termination Agreement is qualified in its entirety by the full text of the Termination Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Pursuant to the Carna License Agreement, the Company acquired exclusive, worldwide rights to research, develop, and commercialize Carna’s portfolio of novel STING inhibitors. In accordance with the terms of the Carna License Agreement, in exchange for the licensed rights, the Company made a one-time cash payment of \$2.0 million.

The Carna License Agreement provided that the Company would make success-based payments to Carna of up to \$258.0 million in the aggregate contingent upon achievement of specified development, regulatory, and commercial milestones. Further, the Carna License Agreement provided that the Company would pay Carna tiered royalty payments ranging from mid-single digits up to 10% of net sales. All of the contingent payments and royalties were payable in cash in U.S. Dollars. Under the terms of the Carna License Agreement, the Company was responsible for, and bore the future costs of, all development and commercialization activities, including patenting, related to all the licensed compounds.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 [Termination of License Agreement, dated as of March 1, 2024, by and between Fresh Tracks Therapeutics, Inc. and Carna Biosciences, Inc.](#)
 - 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)
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SIGNATURES

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

Date: March 7, 2024

Fresh Tracks Therapeutics, Inc.

By: /s/ Albert N. Marchio, II
Name: Albert N. Marchio, II
Title: Chief Executive Officer and Chief Financial Officer

**TERMINATION OF
LICENSE AGREEMENT**

This Termination of License Agreement (this “Agreement”) is made and entered into as of March 1, 2024 by and between Carna Biosciences, Inc., a corporation organized under the laws of Japan (“Carna”) and Fresh Tracks Therapeutics, Inc. (f/k/a Brickell Biotech, Inc.), a Delaware corporation (“FRTX”).

WHEREAS, Carna and FRTX are parties to that certain Exclusive License Agreement, dated February 2, 2022 (the “License Agreement”), pursuant to which Carna licenses to FRTX certain intellectual property; and

WHEREAS, Carna and FRTX desire to terminate the License Agreement, effective as of the date of this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual agreements set forth herein, the receipt and legal sufficiency of which are hereby acknowledged, Carna and FRTX hereby agree as follows:

1. Termination. Notwithstanding Article 13 of the License Agreement, except as explicitly set forth in Section 2 below, the License Agreement is hereby terminated and cancelled in its entirety, automatically and without further action by any of the parties thereto, effective as of the date hereof, and shall hereafter be null, void and of no further force and effect.

2. Survival of Certain Obligations. Notwithstanding the termination of the License Agreement, (a) such termination will not affect any rights or obligations of the parties under the License Agreement that have accrued before the date hereof, and (b) the rights and obligations of the parties pursuant to Articles 1, 11, 12, 14 and 15 and Sections 8.7, 8.8, 8.9 and 9.1 thereof shall survive.

3. Consent to Publish. Notwithstanding the survival of Article 12, FRTX hereby grants Carna written consent to publish and present any and all Licensor Know-How at any time now or in the future. No other part of Article 12 is modified by this Agreement.

4. Miscellaneous. This Agreement constitutes the entire agreement with respect to the subject matter hereof. This Agreement and the termination and cancellation of the License Agreement pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its choice of law provisions. This Agreement and any amendment may be executed in several counterparts each of which when executed shall be an original and all of which together shall constitute one and the same document.

[Signatures on following page]

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

CARNA BIOSCIENCES, INC.

By: /s/ Kohichiro Yoshino

Name: Kohichiro Yoshino

Title: President & CEO

FRESH TRACKS THERAPEUTICS, INC.

By: /s/ Albert N. Marchio, II

Name: Albert N. Marchio, II

Title: Chief Executive Officer

Signature Page to Termination of License Agreement