

**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 22, 2023**

MyMD Pharmaceuticals, Inc.

(Exact name of Registrant as specified in its charter)

New Jersey
(State or other jurisdiction
of incorporation)

001-36268
(Commission
File No.)

22-2983783
(IRS Employer
Identification No.)

MyMD Pharmaceuticals, Inc.
855 N. Wolfe Street, Suite 601
Baltimore, MD 21205
(Address of principal executive offices and zip code)

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, no par value per share	MYMD	The Nasdaq Capital Market

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

Emerging growth company

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

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

On March 22, 2023, the Board of Directors of MyMD Pharmaceuticals, Inc. (the "Company") approved an amendment to the employment agreement of Paul Rivard, Esq., the Company's Executive Vice President of Operations and General Counsel, providing that Mr. Rivard be appointed as the Company's Chief Legal Officer and that his annual base salary be set at \$275,000, effective retroactively to January 1, 2023.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Third Amendment to Employment Agreement between Paul Rivard, Esq. and MyMD Pharmaceuticals, Inc., dated March 22, 2023.
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURES

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

MYMD PHARMACEUTICALS, INC.

Date: March 23, 2023

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

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This **THIRD AMENDMENT TO EMPLOYMENT AGREEMENT** (this "*Amendment*"), is entered into as of March 22, 2023 (the "*Effective Date*"), by and between Paul Rivard, Esq. ("*Employee*") and MyMD Pharmaceuticals, Inc. (the "*Company*"), for the purpose of amending that certain Employment Agreement, dated as of September 21, 2020, and amended on November 24, 2020 and December 18, 2020, by and between Employee and the Company (the "*Agreement*"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

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

WHEREAS, the Parties mutually desire to modify certain provisions that would otherwise apply to Employee's position and compensation pursuant to the Agreement.

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

Section 1(a) of the Agreement is hereby deleted and replaced with the following:

"1. Position of Employment.

- a. The Company will employ the Employee in the position of Chief Legal Officer, and, in that position, Employee will report to the Company's Chairman of the Board of Directors. The Company retains the right to change Employee's title, duties, and reporting relationships as may be determined to be in the best interests of the Company; provided, however, that any such change shall be consistent with Employee's training, experience, and qualifications."

Exhibit "A" to the Agreement is hereby deleted and replaced with Exhibit "A" appended hereto, thereby increasing Mr. Rivard's Base Salary from \$165,000 to \$275,000 per annum, retroactively to January 1, 2023.

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

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

EMPLOYEE:

/s/ Paul Rivard, Esq.
Paul Rivard, Esq.

THE COMPANY:

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

EXHIBIT "A"

Base Salary

Effective January 1, 2023, Employee's Base Salary shall be two hundred seventy-five thousand dollars (\$275,000) per annum paid in biweekly increments.