

**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): December 10, 2024

Kairos Pharma, Ltd.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-42275
(Commission
File Number)

46-2993314
(IRS Employer
Identification No.)

**2355 Westwood Blvd., #139
Los Angeles CA 90064**

(Address of principal executive offices) (Zip Code)

(310) 948-2356

Registrant's telephone number, including area code

N/A

(Former name or former address, if changed from 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
Common Stock, par value \$0.001, per share	KAPA	NYSE American

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.

Resignation of Director

On December 10, 2024, Dr. Rosemary Mazanet resigned from her position as a member of the board of directors (the “Board”) of Kairos Pharma, Ltd. (the “Company”), with such resignation to be effective upon the Company’s appointment of a new independent director to fill her role. Dr. Mazanet’s resignation was not due to any disagreement with the Company on any matter relating to the Company’s operations, policies or practices but rather was due to personal reasons. The Company thanks Dr. Mazanet for her service as a member of the Board and wishes her great success going forward.

Appointment of Director

On December 10, 2024, the Board appointed Dr. Rahul Singhvi to serve as a director of the Board, effective immediately. Dr. Singhvi will also serve as a member of the Board’s audit committee and chair of the Board’s compensation committee and nominating and corporate governance committee.

Dr. Singhvi, age 59, is a global leader in the Life Sciences industry and is cofounder of the U.S.-based biomanufacturing company, Resilience (National Resilience, Inc.). Prior to cofounding Resilience in 2020, Dr. Singhvi was an Operating Partner at Flagship Pioneering, where he founded and operated companies launched from Flagship’s innovation foundry, Flagship Venture Labs. Before joining Flagship, he was the Chief Operating Officer of Takeda’s Vaccine Business Unit where he led worldwide vaccine manufacturing operations. Before Takeda, Dr. Singhvi was President and CEO of Novavax, Inc. (Nasdaq:NVAX) where he led the company’s transformation into a global vaccine player. Dr. Singhvi’s career began at Merck & Co in 1994, where he held several positions in R&D and manufacturing. Dr. Singhvi serves on the Board of Trustees of the Keck Graduate Institute, and on the Board of Directors for Codexis (Nasdaq:CDXS) and for Garuda Therapeutics (private). Dr. Singhvi graduated as the top ranked chemical engineer from the Indian Institute of Technology, Kanpur, India and obtained both his M.S. and Sc.D. degrees in chemical engineering from MIT. He received an MBA from the Wharton School of the University of Pennsylvania, where he graduated as a Palmer Scholar. Because of Dr. Singhvi’s experience and knowledge in the operation and leadership of early-stage public healthcare companies, we believe he will be able to provide valuable insights and contributions to our Board.

In conjunction with his appointment, the Company entered into a director offer letter (the “Director Offer Letter”) with Dr. Singhvi. Pursuant to the terms of the Director Offer Letter, Dr. Singhvi is entitled to receive an annual cash fee of \$50,000, payable in equal quarterly installments, and is also entitled to a grant of \$50,000 in restricted stock units (“RSUs”), which RSUs will be issued under the Company’s 2023 Equity Incentive Plan and will vest annually in three substantially equal installments on the anniversary date of the grant.

The Company has also entered into a standard form of indemnification agreement with Dr. Singhvi in connection with his appointment to the Board, the form of which was previously filed by the Company as Exhibit 10.29 to the Company’s registration statement on Form S-1 (File No. 333-274805), filed with the Securities and Exchange Commission on September 29, 2024.

There is no arrangement or understanding between Dr. Singhvi and any other person pursuant to which Dr. Singhvi was selected as a director of the Company, and there is no family relationship between Dr. Singhvi and any of the Company’s other directors or executive officers. Dr. Singhvi does not have a material interest in any transaction that is required to be disclosed under Item 404(a) of Regulation S-K.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Exhibit Description
10.1	Director Offer Letter, dated December 10, 2024, between Kairos Pharma, Ltd. and Rahul Singhvi
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Date: December 13, 2024

KAIROS PHARMA, LTD.

By: /s/ John S. Yu

John S. Yu
Chief Executive Officer

KAIROS PHARMA, LTD.
2355 Westwood Blvd., #139
Los Angeles CA 90064

December 10, 2024

Mr. Rahul Singhvi
38 Columbine Road
Newton, MA 02459

Re: Director Offer Letter

Dear Mr. Rahul Singhvi:

Kairos Pharma, Ltd. (the “**Company**”) thanks you in advance for providing your service as a member of its board of directors (the “**Board**”). We believe that your background and experience will be a significant asset to the Company, and we look forward to your participation on the Board. This letter agreement (this “**Agreement**”) shall constitute an agreement between you and the Company, effective December [*], 2024 (the “**Effective Date**”), and contains all the terms and conditions relating to the services that you agree to provide to the Company.

1. Term. This Agreement is effective as of Effective Date. Your initial term as director following entry into this Agreement shall be for a term of one year and start on the Effective Date and continue until the annual meeting of the stockholders, subject to the provisions in Section 9 below or until your successor is duly elected and qualified. The position shall be up for re-election each year at the Company’s annual meeting of stockholders and upon re-election the terms and provisions of this Agreement shall remain in full force and effect.

2. Services. You shall render services as a member of the Board and as a member or chair of one or more committees of the Board (hereinafter your “**Duties**”). During the term of this Agreement, you shall attend and participate in such number of meetings of the Board and any committees on which you serve as a member or chair as regularly or specially called. You may attend and participate at each such meeting, via teleconference, video conference or in person. You shall consult with the other members of the Board as necessary via telephone, electronic mail, or other forms of correspondence.

3. Services for Others. You shall be free to represent or perform services for other persons during the term of this Agreement. However, you agree that you do not presently perform and do not intend to perform, during the term of this Agreement, similar Duties, consulting or other services for companies whose businesses are or would be, in any way, competitive with the Company (except for companies previously disclosed by you to the Company in writing). Should you propose to perform similar Duties, consulting or other services for any such company, you agree to notify the Company in writing in advance (specifying the name of the organization for whom you propose to perform such services) and to provide information to the Company sufficient to allow it to determine if the performance of such services would conflict with areas of interest to the Company.

4. Compensation. Assuming your material compliance with the terms of this Agreement, compensation for your services to the Company shall be as described in this section.

a. You will receive a \$50,000 cash fee per annum, payable in equal quarterly installments, in arrears, subject to your continuing service as a member of the Board, with quarterly payments.

b. You will initially be granted \$50,000 of restricted stock purchase units (the “**RSUs**”). Such RSUs will be issuable under the Company’s 2023 Equity Incentive Plan and will vest annually in three substantially equal installments on the anniversary date of the grant.

c. You shall be reimbursed for reasonable expenses incurred by you in connection with the performance of your Duties (including travel expenses for in-person meetings).

5. D&O Insurance Policy. Prior to the Effective Date of this Agreement, the Company will maintain directors and officers liability insurance in a commercially reasonable amount.

6. No Assignment. Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you without the prior written consent of the Company.

7. Confidential Information; Non-Disclosure. In consideration for your access to certain Confidential Information (as defined below) of the Company, in connection with your business relationship with the Company, you hereby represent and agree as follows:

a. Definition. For purposes of this Agreement the term “**Confidential Information**” means:

i. Any information which the Company possesses that has been created, discovered, or developed by or for the Company, and which has or could have commercial value or utility in the business in which the Company is engaged;

ii. Any information which is related to the business of the Company and is generally not known by non-Company personnel; or

iii. Confidential Information includes, without limitation, trade secrets and any information concerning products, processes, formulas, designs, inventions (whether or not patentable or registrable under copyright or similar laws, and whether or not reduced to practice), discoveries, concepts, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, formats, marketing plans, and analyses, business plans and analyses, strategies, forecasts, customer and supplier identities, characteristics and agreements.

b. Exclusions. Notwithstanding the foregoing, the term Confidential Information shall not include:

i. Any information which is, or otherwise becomes, generally available to the public other than as a result of a breach of the confidentiality portions of this Agreement, or any other agreement requiring confidentiality between the Company and you;

ii. Information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and

iii. Information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

c. Documents. You agree that, without the express written consent of the Company, you will not remove from the Company’s premises any notes, formulas, programs, data, records, machines or any other documents or items which in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of same. You shall promptly return any such documents or items, along with any reproductions or copies to the Company upon the Company’s demand, upon termination of this Agreement, or upon your termination or Resignation, as defined in Section 9 herein.

d. Confidentiality. You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as may be necessary in the course of your business relationship with the Company. You further agree that you will not use any Confidential Information without the prior written consent of the Company, except as may be necessary in the course of your business relationship with the Company, and that the provisions of this paragraph (d) shall survive termination of this Agreement.

e. Ownership. You agree that the Company shall own all right, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by you during the term of this Agreement and that arise out of your Duties (collectively, “**Inventions**”) and you will promptly disclose and provide all Inventions to the Company. You agree to assist the Company, at its expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned.

8. Non-Solicitation. During the term of your appointment, you shall not directly or indirectly solicit for employment any employee of the Company with whom you have had contact due to your appointment.

9. Termination and Resignation. Your membership on the Board may be terminated for any or no reason by a vote of the stockholders holding at least a majority of the shares of the Company's issued and outstanding shares entitled to vote. Your membership on the Board may also be terminated for any or no reason at any meeting of the Board or by written consent of a majority of the Board at any time, or if you have been declared incompetent by an order of a court of competent jurisdiction or convicted of a felony. You may also terminate your membership on the Board for any or no reason by delivering your written notice of resignation to the Company ("**Resignation**"), and such Resignation shall be effective upon the time specified therein or, if no time is specified, upon receipt of the notice of Resignation by the Company. Upon the effective date of the termination or Resignation, your right to compensation hereunder will terminate subject to the Company's obligations to pay you any compensation (including the vested portion of the RSUs or any other equity grant previously approved by the Board) that you have already earned and to reimburse you for approved expenses already incurred in connection with your performance of your Duties as of the effective date of such termination or Resignation. Any RSUs that have not vested as of the effective date of such termination or Resignation shall be forfeited and cancelled.

10. Governing Law. All questions with respect to the construction and/or enforcement of this Agreement, and the rights and obligations of the parties hereunder, shall be determined in accordance with the law of the State of Delaware applicable to agreements made and to be performed entirely in the State of Delaware.

11. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this Agreement may be amended and observance of any term of this Agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of this Agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement, and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

12. Indemnification. The Company shall, to the maximum extent provided under applicable law, indemnify and hold you harmless from and against any expenses, including reasonable attorney's fees, judgments, fines, settlements and other legally permissible amounts ("**Losses**"), incurred in connection with any proceeding arising out of, or related to, your performance of your Duties, other than any such Losses incurred as a result of your negligence or willful misconduct. The Company shall advance to you any expenses, including reasonable attorneys' fees and costs of settlement, incurred in defending any such proceeding to the maximum extent permitted by applicable law. Such costs and expenses incurred by you in defense of any such proceeding shall be paid by the Company in advance of the final disposition of such proceeding promptly upon receipt by the Company of (a) written request for payment; (b) appropriate documentation evidencing the incurrence, amount and nature of the costs and expenses for which payment is being sought; and (c) an undertaking adequate under applicable law made by or on your behalf to repay the amounts so advanced if it shall ultimately be determined pursuant to any non-appealable judgment or settlement that you are not entitled to be indemnified by the Company.

13. Not an Employment Agreement. This Agreement is not an employment agreement and shall not be construed or interpreted to create any right of or for you to continue employment with the Company.

14. Acknowledgement. You accept this Agreement subject to the terms and provisions of this Agreement. You agree to accept as binding, conclusive and final all decisions or interpretations of the Board of the Company regarding any questions arising under this Agreement.

[Remainder of Page Intentionally Left Blank; *Signature page follows*]

This Agreement has been executed and delivered by the undersigned and is made effective as of the date set first set forth above.

Sincerely,

KAIROS PHARMA, LTD.

By: /s/ John S. Yu
Name: John S. Yu, M.D.
Title: Chief Executive Officer

AGREED AND ACCEPTED:

/s/ Rahul Singhvi
Name: Rahul Singhvi

[Signature Page to Director Offer Letter]
