0000950170-24-1086196-K Pharvaris N.V. 20240923202409230651030651030651030 0 0000950170-24-108619 6-K 2 20240923 20240923 20240923 Pharvaris N.V. 0001830487 2834 000000000 P7 1231 6-K 34 001-40010 241314596 J.H. OORTWEG 21 2333 CH LEIDEN LEIDEN P7 00000 31 (0)71 203 6410 J.H. OORTWEG 21 2333 CH LEIDEN LEIDEN P7 00000 Pharvaris, B.V. 20201029 6-K 1 6-k_september_23.htm 6-K 6-K UNITED STATES SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549 FORM 6-K REPORT OF FOREIGN PRIVATE ISSUERPURSUANT TO RULE 13A-16 OR 15D-16 UNDERTHE SECURITIES EXCHANGE ACT OF 1934Â For the month of September 2024 Commission File Number: 001-40010 Pharvaris N.V. (Translation of registrantâ€™s name into English) Emmy Noetherweg 2 Â 2333 BK Leiden Â The Netherlands(Address of principal executive office) Â Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F. Form 20-F â˜’ Form 40-F â˜ Â Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): â˜ Â Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders. Â Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): â˜ Â Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrantâ€™s â€œhome countryâ€), or under the rules of the home country exchange on which the registrantâ€™s securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrantâ€™s security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR. PHARVARIS N.V. Â Amendment to License Agreement On September 20, 2024, Pharvaris N.V. (the â€œCompanyâ€) entered into an amendment (the â€œAmendmentâ€) to the March 31, 2016 license agreement (the â€œAnalytiCon Licenseâ€) with AnalytiCon Discovery GmbH (â€œAnalytiConâ€) pursuant to which the Company acquired a worldwide, exclusive royalty-bearing license to use a certain proprietary substance class of bradykinin-B2-receptor antagonists with the potential of oral activity, for the purpose of developing, manufacturing and marketing compounds on a global basis for the treatment of, among others, hereditary angioedema. Certain rights associated with deucrictibant, PHVS416 and PHVS719 are subject to the AnalytiCon License. The Amendment clarifies the scope of products upon which the Company will be required to pay a royalty, namely, any licensed product containing a compound within the scope of the Markush general formula (I) of claim 1 of US Patent No. 10,836,748. Each of deucrictibant, PHVS416 and PHVS719 is a royalty-bearing product. The foregoing description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is filed as Exhibit 99.1 to this Report on Form 6-K and which is incorporated herein by reference. The information included in this Form 6-K (including Exhibit 99.1) is hereby incorporated by reference into the Companyâ€™s registration statements on Form F-3 (Registration Numbers 333-278650, 333-277705 and 333-273757) and Form S-8 (Registration Number 333-252897). Â Â SIGNATURES Â 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, thereunto duly authorized. Â PHARVARIS N.V. Â Â Date: September 23, 2024 By: /s/ Berndt Modig Â Name: Berndt Modig Â Title: Chief Executive Officer Â EXHIBIT INDEX Â ExhibitNo. Â Description 99.1 Â Amendment 2, between Pharvaris Netherlands B.V. and AnalytiCon Discovery GmbH dated as of September 20, 2024, to the License Agreement between Pharvaris B.V. and AnalytiCon Discovery GmbH dated as of March 31, 2016. Â EX-99.1 2 phvs-ex99_1.htm EX-99.1 EX-99.1 Execution Version Â Exhibit 99.1Â Â Â Â Â Amendment 2 to the License Agreement entered into by AnalytiCon Discovery GmbH and Pharvaris NV on 31st March 2016, This Amendment 2 is made between Pharvaris Netherlands BV Emmy Noetherweg 2, 2333 BK Leiden, The Netherlands â€œPharvarisâ€ and BRAIN Biotech AG DarmstÃ¤dter Str. 34 - 36, 64673 Darmstadt, Germany â€œBRAIN Biotechâ€ BRAIN Biotech and Pharvaris in the following also referred to individually as â€œPartyâ€or collectively as â€œPartiesâ€ Â Â Preamble This Amendment 2 to License Agreement (â€œAmendment 2â€) is dated as of September 20, 2024 by and between Pharvaris Netherlands BV, a company with limited liability incorporated in the Netherlands (â€œPharvarisâ€), and BRAIN Biotech AG, a stock corporation incorporated in Germany (â€œBRAIN Biotechâ€). Capitalized terms used and not defined in this Amendment 2 have the meanings assigned to them in the License Agreement. Recitals WHEREAS, Pharvaris NV (FKA Pharvaris BV) and AnalytiCon Discovery GmbH (â€œAnalytiConâ€) have entered into that certain License Agreement, dated as of March 31, 2016, as assumed by Pharvaris which replaced Pharvaris NV by way of an Assumption of Contract dated as of January 21/23, 2020 and as amended by that certain Amendment 1, dated as of January 9, 2021 (â€œAmendment 1â€; the License Agreement, as amended from time to time, the â€œLicense Agreementâ€); WHEREAS, AnalytiCon has transferred the License Agreement to BRAIN Biotech by way of a merger between AnalytiCon and BRAIN Biotech, effective as of June 6, 2024; WHEREAS, BRAIN Biotech has proposed to sell, transfer and assign its right, title and interest in the payments BRAIN Biotech receives from Pharvaris pursuant to Section 5.3 of the License Agreement (subject to, as the case may be, reductions pursuant to Sections 5.5, 5.6, 6.4.4, 10.3.3, and 12.2.4 of, or otherwise pursuant to and in accordance with, the License Agreement) to Royalty Pharma Investments 2019 ICAV, an Irish collective asset-management vehicle (â€œRoyalty Pharmaâ€) on terms and conditions customary for such a monetization transaction, including the grant for the benefit of Royalty Pharma of a security interest in the License Agreement (the â€œRP Monetizationâ€); and WHEREAS, at the occasion of, but independently from, the RP Monetization, the Parties desire to amend the License Agreement to clarify certain terms related to the duration of the Pharvaris payment obligations under the License Agreement, as set forth herein. NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the License Agreement and agree as follows: I.After Section 1.27, the following new Section 1.27A is hereby added: â€œ1.27A â€œRoyalty-Bearing Product(s)â€ shall mean any Licensed Product containing a compound within the scope of the Markush general formula (I) of claim 1 of US Patent No. 10,836,748. Each of deucrictibant (PHVS121), PHVS416 and PHVS719 is a Royalty-Bearing Product.â€ II.In Sections 1.13, 1.17, 1.22, 5.2, 5.3, 5.6, and 6.1 the words â€œLicensed Product(s)â€ (or corollary phrases â€œLicensed Productâ€ or â€œLicensed Productsâ€ as applicable) are replaced by the words â€œRoyalty-Bearing Product(s)â€ (or corollary phrases â€œRoyalty-Bearing Productâ€ or â€œRoyalty-Bearing Productsâ€ as applicable). 1 Â III.Section 1.28 is reworded as follows: â€œ1.28 â€œSublicenseeâ€ shall mean such a Third Party which receives a commercial sublicense from Pharvaris under the Exclusive License to develop, market and sell Licensed Products(s) on its own account (and, if applicable, which is obligated to make payments to Pharvaris on the basis of royalty payments on Net Sales of Royalty-Bearing Product(s)).â€ IV.Section 4.2 is reworded as follows: â€œ4.2 Sublicensing The Exclusive

License includes the right of Pharvaris to grant sublicenses within the scope of the Exclusive License to its Affiliates or Third Parties to develop, market and sell Licensed Product(s) on its own account (if applicable, on the basis of royalty payments by Pharvaris to AnalytiCon on Net Sales of Royalty-Bearing Product(s) by such Sublicensees as further defined in this Agreement).â€ V.In Section 5.4, the words â€œProductâ€ are replaced by words â€œRoyalty-Bearing Product containing deucrictibantâ€, and the words â€œBackup Productâ€ are replaced by the words â€œRoyalty-Bearing Product not containing deucrictibantâ€. VI.In Section 5.5, the words â€œProductâ€ are replaced by the words â€œRoyalty-Bearing Productâ€. VII.Section 5.7.2 is reworded as follows: â€œThe Term of royalty payments with respect to each Royalty-Bearing Product shall be the Term with respect to such Royalty-Bearing Product.â€ VIII.In the first sentence of Section 10.1, the words â€œthe expiry of the last Patent of the Licensed IP (the â€œTermâ€).â€ are replaced by the following words: â€œ(a) with respect to each Royalty-Bearing Product, the Expiration of the last Valid Claim of a Royalty-Bearing Patent that claims such Royalty-Bearing Product, on a Royalty-Bearing Product-by-Royalty-Bearing Product basis, and (b) with respect to each Licensed Product that is not a Royalty-Bearing Product, the Expiration of the last Valid Claim of a Non-Royalty-Bearing Patent that claims such Licensed Product, on a Licensed Product-by-Licensed Product basis (the â€œTermâ€).â€ IX.At the end of Section 10.1, the following new paragraphs are added: â€œ â€œValid Claimâ€ means a claim of a Patent, including as such claim may be extended, whether through a patent term extension, supplementary protection certificate or otherwise, that has not expired, lapsed, been cancelled, abandoned or waived, or been dedicated to the public, disclaimed, rejected or held unenforceable, invalid, revoked or cancelled by a court or administrative agency of competent jurisdiction in an order or decision from which no appeal has been or can be taken, including through opposition, re-examination, reissue, disclaimer, inter partes review, inter partes review post grant procedures or similar 2 Â proceedings, and that has not otherwise become, or turned out to be, ineffective in whatever form and on whatever legal grounds. â€œExpirationâ€ means any of the cases of ineffectiveness addressed in the preceding sentence. â€œRoyalty-Bearing Patentâ€ means (a) US Patent No. 10,836,748 and (b) any patent or patent application (including any international patent or patent application) that shares a common priority with US Patent No. 10,836,748. The Patents listed on Schedule A are the Royalty-Bearing Patents that exist as of the date of this Amendment 2. â€œNon-Royalty-Bearing Patentâ€ means any Patent owned or controlled by Pharvaris that claims a Licensed Product that is not a Royalty-Bearing Product.â€ X.The schedule attached hereto as Schedule A is hereby appended to, and incorporated into, the License Agreement as a new Schedule A. XI.The License Agreement shall stay in force to the extent not explicitly amended by this Amendment 2. XII.This Amendment 2 shall only come into effect (and, subject to the terms and conditions of the License Agreement, remain in effect) upon the condition that the Consent Letter, as specified in Exhibit D-2 to the Royalty Purchase Agreement between Brain Biotech and Royalty Pharma, is duly executed and becomes effective among Brain Biotech, Pharvaris, and Royalty Pharma. Remainder of page blank; signature page follows. 3 Â IN WITNESS THEREOF, the Parties hereto have caused this Amendment 2 to be executed in duplicate by their respective duly authorized representatives. Date / Place 9/20/2024 Â Date / Place 9/20/2024 BRAIN Biotech AG Â Pharvaris Netherlands BV, represented by its sole board member Pharvaris NV(Pharvaris) (BRAIN Biotech) Â (Pharvaris) /s/ Adriaan Moelker Â Â /s/ Berndt Modig Adriaan Moelker Â Berndt Modig Member of the Management Board Â Â Chief Executive Officer Â Â Â Date / Place 9/20/2024 Â Â BRAIN Biotech AG Â Â (BRAIN Biotech) Â Â /s/ Michael Schneiders Â Â Michael Schneiders Â Â Member of the Management Board Â Â Â Â Â Â Â Â Â Signature Page to Amendment 2 Schedule A Country Application no. Publ. no. appl. Grant/Registration No. Publication of grant/registration Argentina 20180103444 AR113839 A1 Taiwan 107141872 202017916 I768156B 6/21/2022 Uruguay 37981 WIPO PCT/EP2018/082338 WO 2019/101906 A1 Australia 2018371186 2018371186 AU2018371186B 8/25/2022 Brazil BR 11 2020 010298 9 BR 11 2020 010298-9 A2 Canada 3,082,948 China 201880076162.X WO 2019/101906 A1 CN111433196B 06.06.2023 Macao J/007322 Â J/007322 18.10.2023 / 26.09.2023 Colombia NC2020/0006205 NC2020/0006205 CO 42230 22.02.2024 / 15.04.2024 Eurasia (EAPO) EA 202091256 EA43330 5/15/2023 Armenia AM/EA 43330 5/15/2023 Azerbaijan AZ/EA 43330 5/15/2023 Belarus BY/EA 43330 5/15/2023 Kazakhstan KG/EA 43330 5/15/2023 Kyrgyz Republic KZ/EA 43330 5/15/2023 Russian Federation RU/EA 43330 5/15/2023 Tajikistan TJ/EA 43330 5/15/2023 Â Â Country Application no. Publ. no. appl. Grant/Registration No. Publication of grant/registration Turkmenistan TM/EA 43330 5/15/2023 Europe (EPC) EP 18 818 992.2 3713928 EP3713928B1 1/12/2022 Albania AL/EP3713928 1/12/2022 Austria AT/EP3713928 1/12/2022 Bosnia and Herzegovina BA/EP3713928 1/12/2022 Belgium BE/EP3713928 1/12/2022 Bulgaria BG/EP3713928 1/12/2022 Switzerland CH/EP3713928 1/12/2022 Cyprus CY/EP3713928 (CY1125348T1) 1/12/2022 Czech Republic CZ/EP3713928 1/12/2022 Germany DE/EP3713928 1/12/2022 Denmark DK/EP3713928 (DK3713928T3) 1/12/2022 Estonia EE/EP3713928 1/12/2022 Spain ES/EP3713928 (ES2908409T3) 1/12/2022 Finland FI/EP3713928 1/12/2022 France FR/EP3713928 1/12/2022 United Kingdom GB/EP3713928 1/12/2022 Greece GR/EP3713928 (GR3110122) 1/12/2022 Hong Kong HK 62020021917.3 HK40031700 HK40031700 14.04.2022 Croatia HR/EP3713928 (HRP20220429) 1/12/2022 Â Â Country Application no. Publ. no. appl. Grant/Registration No. Publication of grant/registration Hungary HU/EP3713928 (HU/E058217) 1/12/2022 Ireland IE/EP3713928 1/12/2022 Iceland IS/EP3713928 1/12/2022 Italy IT/EP3713928 1/12/2022 Liechtenstein LI/EP3713928 1/12/2022 Lithuania LT/EP3713928 (LT3713928T) 1/12/2022 Luxembourg LU/EP3713928 1/12/2022 Latvia LV/EP3713928 1/12/2022 Morocco MA50804B1 1/12/2022 Monaco MC/EP3713928 1/12/2022 Montenegro ME/EP3713928 1/12/2022 North Macedonia MK/EP3713928 1/12/2022 Malta MT/EP3713928 1/12/2022 Netherlands NL/EP3713928 1/12/2022 Norway NO/EP3713928 1/12/2022 Poland PL/EP3713928 (PL3713928T3) 1/12/2022 Portugal PT/EP3713928 (PT3713928T) 1/12/2022 Romania RO/EP3713928 1/12/2022 Serbia RS63087B1 1/12/2022 Sweden SE/EP3713928 1/12/2022 Â Â Country Application no. Publ. no. appl. Grant/Registration No. Publication of grant/registration Slovenia SI/EP3713928 (SI3713928T1) 1/12/2022 Slovakia SK/EP3713928 1/12/2022 San Marino SM/EP3713928 (SMT20220154) 1/12/2022 Tunisia EP3713928 (TN/P/2022/0094) 1/12/2022 TÃ¼rkiye TR/EP3713928 1/12/2022 Europe (EPC) 21 213 719.4 3998259 Indonesia P00202004204 IDP000082558 08/18/2022 Israel 274883 IL274883 10/2/2023 India 202017023470 IN419052 1/24/2023 Japan 2020-545875 JP7164619 11/1/2022 Republic of Korea 10-2020-7017972 KR10-2413321 6/22/2022 Mexico MX/a/2020/005287 MX398255 12/8/2022 Nigeria NG/PT/C/2020/4568 WO 2019/101906 A1 RP NG/PT/C/2020/4568 11/22/2022 New Zealand 764304 NZ764304 5/31/2024 / 5/24/2024 Philippines 1/2020/550683 Singapore 11202004653T SG11202004653T 8/27/2024 United States of America 16/861,131 US 2020/0255405 A1 US10,836,748B2 11/17/2020 United States of America 17/033,347 US 2021/0017158 A1 US11,261,173B2 3/1/2022 Â Â Country Application no. Publ. no. appl. Grant/Registration No. Publication of grant/registration United States of America 17/578,161 US 2022/0135543 A1 US11,820,756B2 11/21/2023 South Africa 2020/03039 ZA2020/03039 11/24/2021 Â