

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 25, 2024

EVOKE PHARMA, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36075
(Commission File Number)

20-8447886
(IRS Employer
Identification No.)

420 Stevens Avenue, Suite 230
Solana Beach, California
(Address of Principal Executive Offices)

92075
(Zip Code)

Registrant's Telephone Number, Including Area Code: 858 345-1494

(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, par value \$0.0001 per share	EVOK	The Nasdaq Stock 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 1.01 Entry into a Material Definitive Agreement.

On March 25, 2024, Evoke Pharma, Inc. (the “Company”) entered into an amendment (the “Warrant Amendment”) with certain holders (each, a “Holder”) of its outstanding Series A Warrants to purchase shares of common stock (the “Series A Warrants”), Series B Warrants to purchase shares of common stock (the “Series B Warrants”), and Series C Warrants to purchase shares of common stock (the “Series C Warrants”).

Pursuant to the Warrant Amendment, to the extent a Holder exercises (a Holder so exercising, an “Exercising Holder”) its Series B Warrants before 5:00 p.m. Eastern time on March 27, 2024 (the “Amendment Exercise Deadline”), the Holder’s corresponding Series C Warrants shall be exercisable for a number of shares of the Company’s common stock (the “Warrant Shares”) equal to the lesser of (i) three times the number of Warrant Shares exercised by the Exercising Holder pursuant to its Series B Warrants and (ii) the total number of remaining Warrant Shares exercisable under the Series C Warrants (such Warrant Shares that become exercisable, “Vested Warrant Shares,” and any remaining unvested and unexercisable Warrant Shares, “Unvested Warrant Shares”). For any Exercising Holder, following the Amendment Exercise Deadline, if such Exercising Holder exercises any remaining Series B Warrants, the remaining Series C Warrants, if any, shall become vested and exercisable on a one-for-one basis as to the same number of Series B Warrants exercised following the Amendment Exercise Deadline.

The Warrant Amendment also allows a Holder to choose to receive pre-funded warrants upon exercise of Series A Warrants, Series B Warrants and Series C Warrants in lieu of shares of the Company’s common stock, at an exercise price for each Series A Warrant, Series B Warrants and Series C Warrant, as applicable, of \$0.6799 per Warrant Share, with a corresponding exercise price of \$0.0001 per Warrant Share for each pre-funded warrant. The Warrant Amendment does not change the number of Warrant Shares underlying each series of warrants. The form of pre-funded warrant was previously described and filed as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the SEC on February 9, 2024, and the description of such warrant is hereby incorporated by reference herein.

The Company will allow all other holders of Series A Warrants, Series B Warrants or Series C Warrants to enter into an identical Warrant Amendment.

The foregoing description of the Warrant Amendment is not complete and is qualified in its entirety by reference to the full text of the form of Warrant Amendment, a copy of which is filed as Exhibit 4.1 to this report and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Form of Warrant Amendment
4.2	Form of Pre-Funded Warrant Amendment
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.

EVOKE PHARMA, INC.

Date: March 25, 2024

By: /s/ Matthew J. D'Onofrio

Name: Matthew J. D'Onofrio

Title: President, Chief Operating Officer and Secretary

EVOKE PHARMA, INC.

AMENDMENT TO

SERIES A COMMON STOCK PURCHASE WARRANT,

SERIES B COMMON STOCK PURCHASE WARRANT

AND

SERIES C COMMON STOCK PURCHASE WARRANT

This Amendment (this "Amendment") is made as of March ____, 2024 by and between Evoke Pharma, Inc., a Delaware corporation (the "Company"), and _____ (the "Holder"), and constitutes an amendment to that certain Series A Common Stock Purchase Warrant (Warrant No.: A-[]), issued by the Company on February 13, 2024 (the "Series A Warrant"), an amendment to that certain Series B Common Stock Purchase Warrant (Warrant No.: B-[]), issued by the Company on February 13, 2024 (the "Series B Warrant") and an amendment to that certain Series C Common Stock Purchase Warrant (Warrant No.: C-[]), issued by the Company on February 13, 2024 (the "Series C Warrant"). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Series B Warrant or the Series C Warrant, as applicable.

WHEREAS, pursuant to Section 5(l) of each of the Series A Warrant, Series B Warrant and Series C Warrant, each such warrant may be modified or amended with the written consent of the Company and the Holder; and

WHEREAS, the Company and the Holder desire to amend each of the Series A Warrant, Series B Warrant and Series C Warrant as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to amend the Series A Warrant, Series B Warrant and Series C Warrant as set forth herein.

1. Amendments to Series A Warrant. Notwithstanding anything else to the contrary in the Series A Warrant, (a) upon exercise of the Series A Warrant a Holder may elect, at its sole option, by written notice on the Notice of Exercise, to receive, in lieu of Warrant Shares, an equal number of Pre-Funded Warrants in the form attached hereto as Exhibit A ("Pre-Funded Warrant"), at an Exercise Price for the Series A Warrant of \$0.6799 per Warrant Share, with a corresponding Exercise Price of \$0.0001 per Warrant Share under the Pre-Funded Warrant; and (b) any such Pre-Funded Warrants shall be delivered directly by the Company to the Holder within two (2) Trading Days of exercise in lieu of any Transfer Agent delivery mechanics and related provisions.

2. Amendments to Series B Warrant. Notwithstanding anything else to the contrary in the Series B Warrant, (a) upon exercise of the Series B Warrant a Holder may elect, at its sole option, by written notice on the Notice of Exercise, to receive, in lieu of Warrant Shares, an equal number of Pre-Funded Warrants, at an Exercise Price for the Series B Warrant of \$0.6799 per Warrant Share, with a corresponding Exercise Price of \$0.0001 per Warrant Share under the Pre-Funded Warrant; and (b) any such Pre-Funded Warrants shall be delivered directly by the Company to the Holder within two (2) Trading Days of exercise in lieu of any Transfer Agent delivery mechanics and related provisions.

3. Amendments to Series C Warrant.

(a) Notwithstanding the definition of "Vesting Schedule" in the Series C Warrant and anything else to the contrary:

(i) to the extent a Holder exercises (a Holder so exercising, an "Exercising Holder") its Series B Warrant before 5:00 p.m. Pacific time March 27, 2024 (the "Amendment Exercise Deadline"), the Series C Warrant shall be exercisable for a number of Warrant Shares equal to the lesser of (i) three times the number of Warrant Shares exercised by the Exercising Holder pursuant to its Series B Warrant and (ii) the total number of remaining Warrant Shares exercisable under the Series C Warrant (such Warrant Shares that

become exercisable, “Vested Warrant Shares,” and any remaining unvested and unexercisable Warrant Shares, “Unvested Warrant Shares”); and

(ii) for any Exercising Holder, following the Amendment Exercise Deadline, if such Exercising Holder exercises any remaining Series B Warrants, the remaining Series C Warrants, if any, shall become vested and exercisable on a one-for-one basis as to the same number of Series B Warrants exercised following the Amendment Exercise Deadline.

By way of example, if the Holder exercises one-third (33.33%) of its Series B Warrant by the Amendment Exercise Deadline, all Warrant Shares subject to the corresponding Series C Warrants shall be Vested Warrant Shares and may be exercised by the Holder, whereas if the Holder exercises one-fifth (20%) of its Series B Warrants by the Amendment Exercise Deadline, only three-fifths (60%) of the Warrant Shares subject to the Series C Warrants shall be Vested Warrant Shares and therefore become exercisable until such time that the Holder exercises additional Series B Common Stock Purchase Warrants. For the avoidance of doubt, if the Holder is not an Exercising Holder, the definition of Vesting Schedule shall remain unmodified from that originally contained in such Holder’s Series C Warrant.

(b) Notwithstanding anything else to the contrary in the Series C Warrant, (a) upon exercise of the Series C Warrant a Holder may elect, at its sole option, by written notice on the Notice of Exercise, to receive, in lieu of Warrant Shares, an equal number of Pre-Funded Warrants, at an Exercise Price for the Series C Warrant of \$0.6799 per Warrant Share, with a corresponding Exercise Price of \$0.0001 per Warrant Share under the Pre-Funded Warrant; and (b) any such Pre-Funded Warrants shall be delivered directly by the Company to the Holder within two (2) Trading Days of exercise in lieu of any Transfer Agent delivery mechanics and related provisions.

4. Miscellaneous Provisions.

4.1 No Other Amendment. Except for the matters set forth in this Amendment, all other terms of the Series A Warrant, Series B Warrant and Series C Warrant shall remain unchanged and in full force and effect.

4.2 Counterparts. This Amendment may be executed in any number of counterparts, and by facsimile or portable document format (pdf) transmission, and each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

[Signatures follow on next page]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be duly executed as of the date first above written.

EVOKE PHARMA, INC.

By: _____

Name:

Title:

[HOLDER]

By: _____

Name:

Title:

[Signature Page to Warrant Agreement Amendment]
