

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): **July 25, 2022**

vTv Therapeutics Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37524
(Commission File No.)

47-3916571
(IRS Employer
Identification No.)

3980 Premier Drive, Suite 310
High Point, NC
(Address of principal executive offices)

27265
(Zip Code)

(336) 841-0300
(Registrant's telephone number, including area code)

NOT APPLICABLE
(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 (*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
Class A common stock, par value \$0.01 per share	VTVT	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 July 27, 2022, vTv Therapeutics Inc. (the “Company”) announced that the board of directors of the Company (the “Board”) has appointed Paul Sekhri as President and Chief Executive Officer and as a member of the Board, effective as of August 1, 2022 (the “Effective Date”). As of the Effective Date, Richard S. Nelson will cease to be the Interim Chief Executive Officer but will continue to serve as a member of the Board and as an Executive Vice President of the Company.

Mr. Sekhri, age 64, brings nearly 30 years of healthcare experience, including serving as President and CEO of several healthcare companies such as eGenesis from 2019 to 2022, Lycera Corp. from 2015 to 2019 and, prior to that, Cerimon Pharmaceuticals, as well as senior business development and strategy roles at Sanofi, Teva Pharmaceutical Industries Ltd., TPG Biotech, Cerimon, Ariad Pharmaceuticals and Novartis Pharma AG. He has been a director on more than 30 private, public company and non-profit boards and is currently a Director at Ipsen, S.A., Compugen, Pharming N.V., Veeva Systems, Longboard, Spring Discovery and eGenesis. Additionally, he is on the Board of Directors of the Metropolitan Opera.

There are no arrangements or understandings between Mr. Sekhri and any other persons pursuant to which he was selected as President and Chief Executive Officer of the Company. Mr. Sekhri has no familial relationships with any executive officer or director of the Company. There have been no transactions in which the Company has participated and in which Mr. Sekhri had a direct or indirect material interest that would be required to be disclosed under Item 404(a) of Regulation S-K.

On July 25, 2022, Mr. Sekhri entered into an employment agreement with the Company (the “Sekhri Employment Agreement”). The Sekhri Employment Agreement provides for an at will term with a base salary of not less than \$480,000, and a cash bonus of 75% of his base salary, based on achievement of performance targets. The Sekhri Employment Agreement also provides for the grant of stock options (the “Options”) to purchase 2,200,000 shares of the Class A common stock of the Company at an exercise price of \$0.79 per share pursuant to an inducement award agreement (the “Inducement Award Agreement”). Subject to potential acceleration upon the achievement of certain performance metrics as set forth in the Inducement Award Agreement, 25% of the Options will vest on the first anniversary of the grant date and the remaining 75% of the Options will vest quarterly over three years thereafter. Upon certain terminations of employment, a portion of the Options will vest on a pro rata basis based on the number of days employed during the four-year term. The grant of Options was made as an inducement grant under NASDAQ Listing Rule 5635(c)(4).

Mr. Sekhri will be eligible for other standard employee benefits. If his employment is terminated by us without “cause” or he resigns for “good reason,” in each case as set forth in the Sekhri Employment Agreement, then subject to the execution of a release of claims, Mr. Sekhri shall receive as severance pay (i) twelve months base salary payable in installments (less any offset); (ii) continuation COBRA coverage for twelve months with the costs of the premiums shared in the same proportion as before the termination on the date of termination (unless this would result in penalty taxes imposed on us); and (iii) payment of the target cash bonus for the year of termination. If Mr. Sekhri’s employment is terminated by us without “cause” or he resigns for “good reason,” in each case within 12 months following a “change in control,” as set forth in the Sekhri Employment Agreement, then Mr. Sekhri’s severance pay in prong (i) shall increase from 12 months of base salary to 18 months of base salary.

The Sekhri Employment Agreement contains other customary terms and conditions, including a two-year post-employment non-compete, a two-year post-employment non-solicit and other nondisclosure of confidential information, intellectual property and non-disparagement provisions.

The foregoing summaries of the material terms of the Sekhri Employment Agreement and the Inducement Award Agreement are subject to the full and complete terms of the agreements, copies of which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, hereto and are incorporated herein by reference. A copy of the press release regarding the above matters is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Sekhri Employment Agreement
10.2	Inducement Award Agreement
99.1	Press Release
104	Cover Page Interactive Data File (embedded within 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.

VTV THERAPEUTICS INC.

By: /s/ Richard S. Nelson
Name: Richard S. Nelson
Title: Interim Chief Executive Officer

Dated: July 27, 2022

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, dated as of July 25, 2022, by and between vTv Therapeutics LLC, a Delaware limited liability company (the "Company"), and Paul Sekhri (the "Executive"), and for certain purposes specified herein, only, vTv Therapeutics Inc., a Delaware corporation ("vTv").

WHEREAS, the Company desires to employ the Executive, and the Executive is willing to serve the Company for the period and upon such other terms and conditions of this Agreement.

NOW, THEREFORE, the Company and the Executive hereby agree as follows:

1. Employment, Duties and Acceptance.

1.1 Employment, Duties. The Company hereby employs the Executive for the Term (as defined in Section 2.1), to render exclusive and full-time services to the Company as President and Chief Executive Officer of the Company, and to perform such other duties consistent with such position as may be assigned to the Executive by the Board of Directors of the Company (the "Board"). During the Term, the Executive shall report solely to the Board and shall be nominated to serve as a member of the Board.

1.2 Acceptance. The Executive hereby accepts such employment and agrees to render the services described above. During the Term, the Executive agrees to serve the Company faithfully and to the best of the Executive's ability, to devote the Executive's entire business time, energy and skill to such employment, and to use the Executive's best efforts, skill and ability to promote the Company's interests. The Executive further agrees to accept election, and to serve during all or any part of the Term, as an officer or director of vTv and any Subsidiary of the Company, without any compensation therefor other than that specified in this Agreement, if elected to any such position by the shareholders or by the Board of any Subsidiary or vTv, as the case may be. The Executive shall not engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during the Term. Notwithstanding anything herein to the contrary, the Executive shall be permitted to serve on the board of, or as an advisor to, an entity that does not compete with the Company, subject to providing advance written notice to the chairperson of the Board and the Executive shall also be permitted to engage in charitable, community or personal investment activities; provided, that, such activities and investments do not conflict with or interfere with the Executive's obligations under this Agreement and that such investments are in compliance with the Company's policies and procedures.

1.3 Location. It is anticipated that the Executive shall permitted work in New York City, subject to reasonable travel requirements on behalf of the Company in order to fulfill Executive's responsibilities under this Agreement (including but not limited to the Company's headquarters).

2. Term of Employment. This Agreement and the term of the Executive's employment under this Agreement (the "Term") shall become effective as of August 1, 2022 (the "Effective Date") and will continue until terminated in accordance with Section 4.

3. Compensation; Benefits; Equity.

3.1 Salary. As compensation for all services to be rendered pursuant to this Agreement during the Term, the Company agrees to pay the Executive a base salary, payable in accordance with the Company's normal payroll practices, at the annual rate of not less than \$480,000 less such deductions or amounts to be withheld as required by applicable law and regulations (the "Base Salary"). In the event that the Board, from time to time, increases the Base Salary, such increased amount shall, from and after the effective date of the increase, constitute "Base Salary" for purposes of this Agreement.

3.2 Incentive Compensation.

3.2.1 Annual Cash Bonus. Commencing with the 2022 fiscal year, the Executive shall be eligible to receive, to the extent earned based on individual and corporate performance as determined by the compensation committee of vTv (the "Compensation Committee"), an annual cash performance bonus (a "Cash Bonus") in respect of each fiscal year that ends during the Term. Executive's Cash Bonus for each such fiscal year shall be targeted at least at 75% of his Base Salary in effect at the time such performance is evaluated (the "Target Cash Bonus"), with greater or lesser amounts (including zero) paid based upon individual and corporate performance as determined by the Compensation Committee. Subject to the Executive's continued employment at the end of each applicable fiscal year, the amount earned in respect of any Target Cash Bonus shall be determined by the Compensation Committee after the end of the fiscal year for which such Target Cash Bonus is granted and shall be paid to the Executive on or prior to March 15th of the following calendar year. For the 2022 calendar year, the Executive's Cash Bonus, shall be prorated based on the number of days the Executive was employed during the year by the Company divided by 365 and subjected to Executive's employment through December 31, 2022 such pro rata amount shall be guaranteed.

3.2.2 Equity Award. On the Effective Date, the Executive shall be granted a one-time equity award as set forth on Exhibit A. Commencing with calendar year 2024, the Compensation Committee, in its sole discretion, may grant the Executive additional equity or equity based awards.

3.3 Business Expenses. The Company shall pay or reimburse the Executive for all reasonable expenses actually incurred or paid by the Executive during the Term in the performance of the Executive's services under this Agreement, upon presentation of expense statements or vouchers or such other supporting information as the Company customarily may require of its officers; provided, however,

that the maximum amount available for such expenses during any period may be fixed in advance by the Board.

3.4 Vacation. During the Term, the Executive shall be entitled to a vacation period or periods of four (4) weeks during any calendar year taken in accordance with the vacation policy of the Company during each year of the Term.

3.5 Fringe Benefits. During the Term, the Executive shall be entitled to all benefits for which the Executive shall be eligible under any qualified pension plan, 401(k) plan, group insurance or other so-called “fringe” benefit plan which the Company provides to its executive employees generally, which benefits may be amended, modified or terminated in the Company’s sole discretion.

3.6 Administrative Support; Additional Personnel. During the Term, the Company shall hire an administrative assistant for the Executive. During the one (1) year period following the Effective Date, the Executive shall reimburse the Company for 50% of such individual’s base salary and bonus payments. The Company will consider hiring additional personnel to the extent reasonably required or advisable, in each case subject to the approval by the Board and or nominating and corporate governance committee.

4. Termination.

4.1 Death. If the Executive dies during the Term, the Term shall terminate forthwith upon the Executive’s death. The Company shall pay to the Executive’s estate: (i) any Base Salary earned but not paid; (ii) a Pro Rata Cash Bonus (defined below), payable at the time and in the manner that Cash Bonuses are paid to other executives receiving such bonus payment; and (iii) Cash Bonus for the year prior to the year in which the Executive dies if at the time of death the Executive has earned a Cash Bonus payment for such prior year and has not yet been paid such Cash Bonus, which prior year Cash Bonus will be paid at the time and in the manner such prior year Cash Bonus is paid to other executives receiving such prior year Cash Bonus. The Executive shall have no further rights to any compensation or any other benefits under this Agreement, except to the extent already earned and vested as of the day immediately prior to his death, or as is earned, vested, or accrued by virtue of his death. “Pro Rata Cash Bonus” shall mean a pro-rata portion of the Cash Bonus granted to the Executive for the year in which the date of termination occurs equal to a fraction, the numerator of which is the number of calendar days during such year through (and including) the date of termination and the denominator of which is 365, with such pro-rata portion earned in an amount based on the degree to which the applicable performance goals are achieved for the entire year in which the date of termination occurs.

4.2 Disability. If, during the Term the Executive is unable to perform his duties hereunder due to a physical or mental incapacity for a period of 6 months within any 12 month period (hereinafter a “Disability”), the Company shall have the right at any time thereafter to terminate the Term upon sending written notice of termination to the Executive. If the Company elects to terminate the Term by reason of

Disability, the Company shall pay to the Executive promptly after the notice of termination: (i) any Base Salary earned but not paid, (ii) a Pro Rata Cash Bonus paid at the time and in the manner such Cash Bonus is paid to other executives receiving such bonus payment; and (iii) a Cash Bonus for the year prior to the year in which the Executive is terminated if at the time of termination the Executive has earned a Cash Bonus payment for such prior year and has not yet been paid such Cash Bonus, which prior year Cash Bonus will be paid at the time and in the manner such prior year Cash Bonus is paid to other executives receiving such prior year Annual Cash Bonus, in each case less any other benefits payable to the Executive under any disability plan provided for hereunder or otherwise furnished to the Executive by the Company. The Executive shall have no further rights to any compensation or any other benefits under this Agreement except to the extent already earned and vested as of the day immediately prior to his termination by reason of Disability, or as earned, vested, or accrued by virtue of his Disability.

4.3 Cause. The Company may at any time by written notice to the Executive terminate the Term for “Cause” (as defined below) and, upon such termination, this Agreement shall terminate and the Executive shall be entitled to receive no further amounts or benefits hereunder, except for any Base Salary earned but not paid prior to such termination. For the purposes of this Agreement, “Cause” means: (i) continued willful failure by the Executive of the Executive’s material duties hereunder, (ii) conviction of any felony, (iii) willful violation of material rules, regulations, procedures or instructions relating to the conduct of directors, employees, officers and/or consultants of the Company that are applicable to the Executive, (iv) willful misconduct by the Executive in connection with the performance of any material portion of the Executive’s duties hereunder, (v) breach of fiduciary obligation owed to the Company or commission of an act of fraud or embezzlement, (vi) material breach of any provision of this Agreement, including any non-competition, non-solicitation and/or confidentiality provisions hereof, (vii) any willful act that has a material adverse effect upon the reputation of and/or the public confidence in the Company, or (viii) engaging in any discriminatory or sexually harassing behavior. A termination for Cause by the Company of any of the events described in clauses (i), (iii), (vi) or (vii) shall only be effective on 15 days advance written notification, providing the Executive the opportunity to cure, if reasonably capable of cure within said 15-day period; provided, however, that no such notification is required if the Cause event is not reasonably capable of cure or the Board determines that its fiduciary obligation requires it to effect a termination of the Executive for Cause immediately.

4.4 Termination by Company without Cause or by the Executive for Good Reason. If the Executive’s employment is terminated by the Company without Cause (other than by reason of death or Disability) or by the Executive for Good Reason (as defined below), the Term shall terminate and the Executive shall receive: (i) as severance pay, an amount equal to one times the Base Salary payable in installments in accordance with the Company’s normal payroll practices over such 12-month period (the “Severance Period”), (ii) continuation of group health plan benefits to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as “COBRA”) during the Severance Period, with the cost of the regular premium for such

benefits shared in the same relative proportion by the Company and the Executive as in effect on the date of termination (provided that the Company shall not be required to pay any portion of the premium if such payment would result in penalty taxes imposed on the Company), and (iii) 100% of the Target Cash Bonus for the fiscal year in which the Executive is so terminated, which Target Cash Bonus will be paid in full as part of the Company's next normal payroll after the Release Condition is satisfied. The Executive shall have no further rights to any compensation or any other benefits under this Agreement. If during the Term, the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, in each case within 12 months following a Change in Control (as defined in the vTv 2015 Omnibus Equity Incentive Plan as amended from time to time), then the severance pay in clause (i) of this Section 4.4 shall be increased from "one times Base Salary to "one and a half (1.5) times Base Salary". For purposes of this Agreement, "Good Reason" means, without the advance written consent of the Executive: (i) a reduction in Base Salary, (ii) a material and continuing reduction in the Executive's responsibilities (which shall per se include the appointment of an executive chairperson of the Board after the date hereof); (iii) the Company's material breach of this Agreement or any agreement controlling incentive equity awards issued by the Company to the Executive or (iv) if the Executive is required to relocate to a principal place of employment which increases his one way commute by more than 50 miles (provided that it shall not constitute Good Reason under this clause (iv) if the Executive is permitted to work remotely); provided, that, a termination by the Executive for Good Reason under clauses (i), (ii), (iii) or (iv) shall be effective only if the Executive provides the Company with written notice specifying the event which constitutes Good Reason within thirty (30) days following the occurrence of such event or date the Executive became aware or should have become aware of such event and the Company fails to cure the circumstances giving rise to Good Reason within 30 days after such notice.

4.5 Termination by the Executive other than for Good Reason. The Executive is required to provide the Company with 30 days' prior written notice of termination to the Company. Subject to Section 4.4, upon termination of employment by the Executive, the Term shall terminate and the Executive shall receive any Base Salary earned but not paid prior to such termination and shall have no further rights to any compensation (including any Base Salary or Cash Bonus) or any other benefits under this Agreement, except to the extent already earned and vested as of the day immediately prior to such termination.

4.6 Release. Notwithstanding any other provision of this Agreement to the contrary, the Executive acknowledges and agrees that any and all payments, other than payment of any accrued and unpaid Base Salary to which the Executive is entitled under this Section 4 and expenses that are reimbursable under this Agreement, are conditioned upon and subject to the Executive's execution of a general waiver and release (for the avoidance of doubt, the Restrictive Covenants shall survive the termination of this Agreement), in such form as may be prepared by the Company of all claims, except for such matters covered by provisions of this Agreement which expressly survive the termination of this Agreement. Notwithstanding anything to the contrary, the severance payments and benefits are conditioned on the Executive's

execution, delivery and nonrevocation of the general waiver and release of claims within fifty-five (55) days following the Executive's termination of employment (the "Release Condition"). Payments and benefits of amounts which do not constitute nonqualified deferred compensation and are not subject to Section 409A (as defined below) shall commence five (5) days after the Release Condition is satisfied and payments and benefits which are subject to Section 409A shall commence on the 60th day after termination of employment (subject to further delay, if required pursuant to Section 4.7.2 below) provided that the Release Condition is satisfied.

4.7 Section 409A.

4.7.1 This Agreement is intended to satisfy the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code," and such section, "Section 409A") with respect to amounts, if any, subject thereto and shall be interpreted and construed and shall be performed by the parties consistent with such intent. If either party notifies the other in writing that one or more provisions of this Agreement contravenes any Treasury Regulations or guidance promulgated under Section 409A or causes any amounts to be subject to interest, additional tax or penalties under Section 409A, the parties shall agree to negotiate in good faith to make amendments to this Agreement as the parties mutually agree, reasonably and in good faith are necessary or desirable, to (i) maintain to the maximum extent reasonably practicable the original intent of the applicable provisions without violating the provisions of Section 409A or increasing the costs to the Company of providing the applicable benefit or payment and (ii) to the extent possible, to avoid the imposition of any interest, additional tax or other penalties under Section 409A upon the parties.

4.7.2 To the extent the Executive would otherwise be entitled to any payment or benefit under this Agreement, or any plan or arrangement of the Company or its Affiliates, that constitutes a "deferral of compensation" subject to Section 409A and that, if paid during the six (6) months beginning on the date of termination of the Executive's employment, would be subject to the Section 409A additional tax because the Executive is a "specified employee" (within the meaning of Section 409A and as determined by the Company), the payment or benefit will be paid or provided to the Executive on the earlier of the first day following the six (6) month anniversary of the Executive's termination of employment or death.

4.7.3 Any payment or benefit due upon a termination of the Executive's employment that represents a "deferral of compensation" within the meaning of Section 409A shall be paid or provided to the Executive only upon a "separation from service" as defined in Treas. Reg. § 1.409A-1(h). Each payment made under this Agreement shall be deemed to be a separate payment for purposes of Section 409A. Amounts payable under this Agreement shall be deemed not to be a "deferral of compensation" subject to Section 409A to the extent provided in the exceptions in Treasury Regulation §§ 1.409A-1(b)(4) ("short-term deferrals") and (b)(9) ("separation pay plans," including the exception under

subparagraph (iii)) and other applicable provisions of Treasury Regulation § 1.409A-1 through A-6.

4.7.4 Notwithstanding anything to the contrary in this Agreement, any payment or benefit under this Agreement or otherwise that is exempt from Section 409A pursuant to Treasury Regulation § 1.409A-1(b)(9)(v)(A) or (C) (relating to certain reimbursements and in-kind benefits) shall be paid or provided to the Executive only to the extent that the expenses are not incurred, or the benefits are not provided, beyond the last day of the second calendar year following the calendar year in which the Executive's "separation from service" occurs; and provided further that such expenses are reimbursed no later than the last day of the third calendar year following the calendar year in which the Executive's "separation from service" occurs. To the extent any expense reimbursement or the provision of any in-kind benefit is determined to be subject to Section 409A (and not exempt pursuant to the prior sentence or otherwise), the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect provision of in-kind benefits or expenses eligible for reimbursement in any other calendar year (except for any life-time or other aggregate limitation applicable to medical expenses), and in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which the Executive incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

5. Section 280G of the Code.

If there is a change of ownership or effective control or change in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 280G of the Code) (a "Change in Control") and any payment or benefit (including payments and benefits pursuant to this Agreement) that the Executive would receive from the Company or otherwise ("Transaction Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Company shall cause to be determined, before any amounts of the Transaction Payment are paid to the Executive, which of the following two alternative forms of payment would result in the Executive's receipt, on an after-tax basis, of the greater amount of the Transaction Payment notwithstanding that all or some portion of the Transaction Payment may be subject to the Excise Tax: (A) payment in full of the entire amount of the Transaction Payment (a "Full Payment"), or (B) payment of only a part of the Transaction Payment so that the Executive receives the largest payment possible without the imposition of the Excise Tax (a "Reduced Payment"), and the Executive shall be entitled to payment of whichever amount shall result in a greater after-tax amount for the Executive. For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, the reduction in payments and/or benefits shall occur in the

following order: (1) first, reduction of cash payments, in reverse order of scheduled payment date (or if necessary, to zero), (2) then, reduction of non-cash and non-equity benefits provided to the Executive, on a pro rata basis (or if necessary, to zero) and (3) then, cancellation of the acceleration of vesting of equity award compensation in the reverse order of the date of grant of the Executive's equity awards.

6. Restrictive Covenant Acknowledgments; Reasonableness.

The Executive acknowledges that (i) his employment and job duties for the Company, including under this Agreement, have resulted and will continue to result in the Executive's access and exposure to, and familiarity with, Confidential Information (as such term is defined in Section 10 of this Agreement) and that the disclosure or unauthorized use of such Confidential Information by the Executive may injure the Company's business; (ii) the Company's business could suffer great competitive harm if its Confidential Information should be disclosed to its competitors or to the general public, and the Company could also suffer great harm if the Executive were to exploit the relationships which have been established with the Company's customers for the benefit of a competitor; (iii) the Company is entering into this Agreement in order to prevent the disclosure of trade secrets and other competitively sensitive information relating to the Company's business, and in order to facilitate and induce the disclosure of Confidential Information among employees of the Company with the assurance that such information will not be used in unfair competition against the Company; (iv) he has had the opportunity to be represented by counsel in the negotiation and execution of this Agreement; and (v) that the covenants set forth in Sections 7 through 13 of this Agreement are reasonable in terms of duration, scope and area restrictions and are necessary for the protection of the legitimate business interests of the Company and its Affiliates. If, at the time of enforcement of such covenants, a court shall hold that the duration, scope or area restrictions stated therein are unreasonable under circumstances then existing, the Executive and the Company agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed and directed to revise the covenants to cover the maximum period, scope and area permitted by applicable law. For purposes of Sections 6 through 11, 13, 14 and 15 of this Agreement, the term "Company" shall include the Company and its Subsidiaries.

7. Covenants Relating to Ownership of Notes, Records and Documents.

All memoranda, notes, records and other documents (and copies thereof), whether in hard copy or electronic format, made or compiled by the Executive or made available to the Executive during his employment concerning the business of the Company, including, without limitation, all technical or scientific data, ideas, intellectual property, records, notes, experiment books, bidding data and other technical material of the Company shall be the Company's property; provided, that, the Executive shall be entitled to keep a copy of this Agreement and compensation and benefit plans to which the Executive is entitled to receive benefits thereunder. All such property shall, at the Company's expense, be delivered to Company on the date of termination of the

Executive's employment or upon request at any time by the Company, regardless of whether such property contains Confidential Information.

8. Non-Solicitation Covenants.

8.1 During (i) the Executive's employment with the Company and (ii) for a period of two (2) years following termination of the Executive's employment for any reason (the "NS Restricted Period"), the Executive shall not, directly or indirectly, solicit, divert or take away (or attempt to solicit, divert or take away) the business of any client, customer or supplier of the Company (each such party, a "Restricted Party") to the detriment of the Company (as reasonably determined by the Company) or encourage any Restricted Party to cease doing business with the Company or to reduce the amount of business such Restricted Party does with the Company.

8.2 Executive shall not, for the duration of the NS Restricted Period, directly or indirectly, solicit or encourage (or cause to be solicited or encouraged) any person who (i) is an employee of, or consultant then under contract with, the Company or (ii) who was an employee of, or consultant with, the Company within the six-month period preceding such solicitation, to cease employment with, or the provision of services to, the Company.

9. Noncompetition Covenant.

In support of the Executive's commitment to maintain the confidentiality of the Company's Confidential Information, (i) during the Executive's employment with the Company and (ii) for a period of two (2) years following termination of the Executive's employment for any reason (the "NC Restricted Period"), the Executive shall not, directly or indirectly, (a) enter the employ of, or render services to (including as a salesperson, consultant or in strategic planning role), any "Competing Business" within the "Territory" (as such terms are defined below), (b) engage in any Competing Business within the Territory for his own account, or (c) become interested in a Competing Business within the Territory as a partner, greater than 2% shareholder (whether or not a controlling shareholder), director, officer or principal. For purposes of this Agreement, "Competing Business" shall be defined as any business that engages in clinical research to develop small molecule drug(s) to treat Type 1 diabetes or to modulate any therapeutic target that is the subject of an ongoing or planned research, development or commercialization plan by the Company as of the last date of the Executive's employment. For purposes of this Agreement, "Territory" shall be defined as each and all of the geographic areas and locations where (x) the Company carries on or transacts its business, (y) the Company sells or markets its products or services, or (z) the Company's customers are located.

10. Covenant Not to Disclose Confidential Information.

The Executive agrees that he has not and shall not, at any time during or after the Term, use, reveal or divulge (i) any trade secrets (as defined under applicable state law), (ii) any other confidential information, including business plans, customer

information, formulae, financial information, pricing information, technical scientific data, technical processes clinical or pre-clinical data, protocols, research projects, results, information technology programs or processes, database, or other information which the Company deems to be confidential or commercially sensitive, or (iii) any material confidential information whatsoever concerning any director, officer, employee, shareholder, partner, customer or agent of the Company or their respective family members learned by the Executive heretofore or hereafter (clauses (i) through (iii), collectively, “Confidential Information”).

11. Non-disparagement Covenant.

Executive agrees that, during the Executive’s employment with the Company and at all times thereafter, the Executive shall not issue, circulate, publish or utter any false or disparaging statements, remarks or rumors about the Company or the customers, employees, directors, managers, officers, products, partners, shareholders or services of the Company; provided, that, nothing herein shall prohibit the Executive from providing truthful testimony if such testimony is required by law. The Company will instruct its senior officers and directors not issue, circulate, publish or utter any false or disparaging statements, remarks or rumors about the Executive.

12. Inventions Covenant.

12.1 During the course of employment, the Executive agrees to promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulae, processes, algorithms, compositions of matter, computer software programs, databases, mask works, and trade secrets (“Inventions”) that relate to the Company’s business and that the Executive makes or conceives or first reduces to practice or creates, either alone or jointly with others, whether or not in the course of his employment, and whether or not such Inventions are patentable, copyrightable, or protectable as trade secrets.

12.2 The Executive understands that, under copyright laws, any copyrightable works prepared by the Executive within the course and scope of his employment is “works for hire.” Consequently, the Company will be considered the author and owner of such works.

12.3 The Executive agrees that all Inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by the Executive for the Company, or (c) relate to the Company’s business, including its current or anticipated research and development, will be the sole and exclusive property of the Company. The Executive hereby assigns and agrees to transfer to the Company any and all intellectual property, including all intellectual property rights, registrations, trade secrets rights as well as worldwide rights in any intellectual property or other forms of protection.

12.4 The Executive also waives and agrees never to assert any “Moral Rights” the Executive might have in or with respect to any Invention even after

the Executive leaves the Company. "Moral Rights" means any right (or similar right existing under the judicial or statutory law of any country or treaty) to claim authorship of any Invention, to object or prevent modification of any Invention, or to withdraw from circulation or to control the publication distribution of any Invention.

12.5 The Executive agrees to execute, acknowledge, make and deliver to Company or its attorneys, without additional compensation, but without expense to the Executive, any and all instruments, including, without limitation, United States and foreign patent applications, trademark and copyright applications, applications for securing, protecting or registering any property rights embraced within this Agreement, powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements, and to do any and all lawful acts that, in the judgment of the Company or its attorneys, may be necessary or desirable to vest in or secure for, or maintain for the benefit of, the Company, adequate patent and other property rights in the United States and all foreign countries with respect to any and all such Inventions.

12.6 The Executive has attached hereto a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by the Executive prior to employment with the Company (collectively referred to as "Prior Inventions"), which belong to the Executive, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, the Executive represents that there are no such Prior Inventions. The Executive agrees that he will not incorporate, or permit to be incorporated, any Prior Invention owned by the Executive or in which he has an interest into a Company product or process without the Company's prior written consent. Notwithstanding the foregoing sentence, if, in the course of the Executive's employment, the Executive incorporates into a Company product or process a Prior Invention owned by the Executive or in which he has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product or process.

13. Property of the Company.

The Executive acknowledges that from time to time in the course of providing services pursuant to this Agreement he shall have the opportunity to inspect and use certain property, both tangible and intangible, of the Company, and the Executive hereby agrees that said property shall remain the exclusive property of the Company, and the Executive shall have no right or proprietary interest in such property, whether tangible or intangible, including, without limitation, the Company's customer and supplier lists, contract forms, books of account, computer programs and similar property. The Executive acknowledges and agrees that he has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages and voice messages) and that the Executive's activity and any files or messages on or using any of those systems may be monitored at any time without notice as long as such monitoring is consistent with Company-wide policies. The Executive further agrees that any property situated on the

Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel without notice.

14. Cooperation.

The Executive agrees that during and after her employment with the Company, the Executive will assist the Company in the defense of any claims or potential claims that may be made or threatened to be made against the Company in any action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (each, an "Action"), and will assist the Company in the prosecution of any claims that may be made by the Company in any Action, to the extent that such claims may relate to the Executive's employment or the period of the Executive's employment by the Company. The Company shall reimburse the Executive for the Executive's reasonable out-of-pocket expenses, any pay the Executive at a customary hourly rate for his time, associated with such cooperation following her termination of employment; provided, that the Executive shall not receive any pay for the first 10 hours of cooperation.

15. Remedies.

15.1 The Executive and the Company agree and acknowledge that any breach or threatened breach of this Agreement by the Executive would result in continuing material and irreparable harm and injury to the Company and/or its Affiliates, and because either (i) money damages will not provide an adequate remedy to the Company or (ii) it would be difficult or impossible to establish the full monetary value of such damages, the Company shall be entitled to seek equitable relief (including, without limitation, specific performance, account for profits, or injunctive relief) in the event of the Executive's breach or threatened breach of this Agreement. Any equitable relief is in addition to any other available remedy, including, damages.

15.2 In addition to any other remedy which may be available (i) at law or in equity or (ii) pursuant to any other provision of this Agreement, the continued payments by the Company of Base Salary and the regular premium for group health benefits pursuant to Section 4.4 will cease as of the date on which such violation first occurs. In addition, if the Executive breaches any of the Restrictive Covenants and the Company obtains injunctive relief with respect thereto (that is not later reversed or otherwise terminated or vacated by judicial order), the period during which the Executive is required to comply with that particular covenant shall be extended by the same period that the Executive was in breach of such covenant prior to the effective date of such injunctive relief.

15.3 Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall prohibit Executive from reporting possible violations of federal law or regulation to or otherwise cooperating with or providing information requested by any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the United States Congress, any state legislative and executive agency, and any agency Inspector General,

or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive does not need the prior authorization of the Company to make any such reports or disclosures and Executive is not required to notify the Company that Executive has made such reports or disclosures.

16. Executive Representation.

16.1 The Executive hereby represents and warrants that (i) the execution, delivery and performance of this Agreement by the Executive does not and will not conflict with, breach, violate, or cause a default under any agreement, contract, or instrument to which the Executive is a party or any judgment, order, or decree to which the Executive is subject and (ii) the Executive is not a party or bound by any other employment agreement, noncompetition agreement, or confidentiality agreement with any other person or entity, other than the Company. The Company shall have a right to provide a copy of this Agreement to any new employer of the Executive during the Term and for three (3) years thereafter.

16.2 Prior to execution of this Agreement, the Executive was advised by the Company of the Executive's right to seek independent advice from an attorney of the Executive's own selection regarding this Agreement. The Executive acknowledges that the Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel and has in fact consulted with counsel. The Executive further represents that in entering into this Agreement, the Executive is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Executive is relying only upon the Executive's own judgment and any advice provided by the Executive's attorney. The Executive acknowledge and agrees that he was represented by counsel and expressly agrees to all the provisions in this Agreement, including, without limitation, the governing law, venue and forum in Section 18.

17. Notices.

All notices, requests, consents, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight courier or mailed first class, postage prepaid, by registered or certified mail (notices mailed shall be deemed to have been given on the date mailed), as follows (or to such other address as either party shall designate by notice in writing to the other in accordance herewith):

If to the Company, to:

vTv Therapeutics LLC
3980 Premier Drive, Suite 310
High Point, NC 27265
Attention: Chairperson of the Board

If to vTv, to:

vTv Therapeutics Inc.
3980 Premier Drive, Suite 310
High Point, NC 27265
Attention: Chairperson of the Board

If to the Executive, to:

Paul Sekhri
130 West 19th Street, Apt. THE
New York, NY 10011

Such address as shall most currently appear on the records of the Company.

18. Governing Law; Dispute Resolution.

18.1 It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof that would call for the application of the substantive law of any jurisdiction other than the State of Delaware.

18.2 Each party irrevocably agrees for the exclusive benefit of the other that any and all suits, actions or proceedings relating to this Agreement (a "Proceeding") shall be maintained in either the courts of the State of Delaware or the federal District Courts sitting in Wilmington, Delaware (collectively, the "Chosen Courts") and that the Chosen Courts shall have exclusive jurisdiction to hear and determine or settle any such Proceeding and that any such Proceedings shall only be brought in the Chosen Courts. Each party irrevocably waives any objection that it may have now or hereafter to the laying of the venue of any Proceedings in the Chosen Courts and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceeding brought in the Chosen Courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

18.3 Each of the parties hereto agrees that this Agreement involves at least \$100,000 and that this Agreement has been entered into in express reliance on Section 2708 of Title 6 of the Delaware Code. Each of the parties hereto irrevocably and unconditionally agrees that (i) to the extent such party is not otherwise subject to service of process in the State of Delaware, it will appoint (and maintain an agreement with respect to) an agent in the State of Delaware as such party's agent for acceptance of legal process and notify the other parties hereto of the name and address of said agent, (ii) service of process may also be made on such party by pre-paid certified mail with a validated proof of mailing receipt constituting evidence of valid service sent to such party at the address set forth in Section 17 of this Agreement, as such address

may be changed from time to time pursuant hereto, and (iii) service made pursuant to clause (i) or (ii) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of Delaware.

19. General.

19.1 JURY TRIAL WAIVER. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT WITH THE COMPANY IS LITIGATED OR HEARD IN ANY COURT.

19.2 Continuation of Employment. Unless the parties otherwise agree in writing, continuation of the Executive's employment with the Company beyond the expiration of the Term shall be deemed an employment "at will" and shall not be deemed to extend any of the provisions of this Agreement, and the Executive's employment may thereafter be terminated "at will" by the Executive or the Company and the Executive will be entitled to fringe benefits which the Executive is eligible to receive for so long as the Executive continues to be employed with the Company and the Executive shall be eligible for severance in accordance with the terms of the Company's severance policy then in effect. Notwithstanding the foregoing, the Executive shall be subject to the Restrictive Covenants set forth in Sections 7 through 13 of this Agreement for the NC Restricted Period, the NS Restricted Period, or such other duration specified in the section of this Agreement applicable to such Restrictive Covenant, as applicable.

19.3 Headings. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

19.4 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the Executive's employment by the Company, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the Executive's employment by the Company and its Affiliates including, without limitation, effective as of the Effective Date (any term sheets), and any severance, retention, change in control or similar types of benefits. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth.

19.5 Assignment; Successors. This Agreement, and the Executive's rights and obligations hereunder, may not be assigned by the Executive. The Company may assign its rights, together with its obligations, hereunder (i) to any Affiliate or (ii) to third parties in connection with any sale, transfer or other disposition of all or substantially all of the business or assets of the Company; in any event the obligations of the Company hereunder shall be binding on its successors or assigns, whether by merger, consolidation or acquisition of all or substantially all of its business

or assets. For the avoidance of doubt, the Company may assign this Agreement to vTv in connection with any internal reorganization.

19.6 Waiver. This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms or covenants hereof may be waived, only by a written instrument executed by all of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

19.7 Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such federal, state, local and other taxes as may be required to be withheld pursuant to any applicable law or regulation.

20. Subsidiaries and Affiliates.

20.1 As used herein, the term "Subsidiary" shall mean any corporation or other business entity controlled directly or indirectly by the corporation or other business entity in question, and the term "Affiliate" shall mean and include any corporation or other business entity directly or indirectly controlling, controlled by or under common control with the corporation or other business entity in question.

[Remainder of Page Intentionally Left Blank]

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

PAUL SEKHRI

By: /s/ Paul Sekhri
Name: Paul Sekhri

VTV THERAPEUTICS LLC

By: /s/ Rich Nelson
Name: Rich Nelson
Title: Interim CEO

VTV THERAPEUTICS INC.
INDUCEMENT AWARD
NONQUALIFIED
OPTION AWARD AGREEMENT

THIS INDUCEMENT AWARD NONQUALIFIED OPTION AWARD AGREEMENT (the "Agreement"), is entered into as of July 26, 2022 (the "Date of Grant"), by and between vTv Therapeutics Inc., a Delaware corporation (the "Company"), and Paul Sekhri (the "Participant").

WHEREAS, the Board has determined that it is in the best interests of the Company and its stockholders to grant the Option provided for herein to the Participant subject to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Option.

(a) Inducement Award Grant. The Company hereby grants to the Participant an Option (the "Option") to purchase 2,200,000 shares of Class A Common Stock (such shares, the "Option Shares"), on the terms and conditions set forth in this Agreement. The Option is granted as an employment inducement award pursuant to Listing Rule 5635(c) of the corporate governance rules of the NASDAQ Stock Market. Accordingly, the Option is being granted outside of the Company's existing equity compensation plans. However, the Option will be governed in all respects as if issued under the Company's 2015 Omnibus Equity Incentive Plan, as amended from time to time (the "Plan"), as in effect on the date of its adoption by the Board and as may be amended thereafter from time to time. Accordingly, the terms of the Plan are hereby incorporated by reference. The Option is not intended to be, and shall not be treated as, an incentive stock option, as defined in Section 422 of the Code. The Option shall vest in accordance with Section 2. The Exercise Price shall be \$0.79 per Option Share.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Participant and his legal representative in respect of any questions arising under the Plan or this Agreement. The Participant acknowledges that he or she has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

2. Vesting. Except as may otherwise be provided herein, subject to the Participant's continued employment or service with the Company or an Affiliate, 550,000 of the Option Shares shall become vested on the first anniversary of the Date of Grant, and the remaining 1,650,000 of the Option Shares shall become vested in equal quarterly installments of 137,500 Option Shares on each of the 12 three-month anniversaries following such first anniversary, such that the Option will become fully vested on the fourth anniversary of the Date of Grant (such first anniversary, and each such three-month anniversary, a "Vesting Date").

3. Termination of Employment or Service.

(a) Except as otherwise provided herein, if the Participant's employment or service with the Company and its Affiliates terminates for any reason other than as set forth in Section 3(b) hereof, the unvested portion of the Option shall be cancelled immediately, and the Participant shall immediately forfeit any rights to the Option Shares subject to such unvested portion.

(b) Notwithstanding Section 3(a), if the Participant's employment or service with the Company and its Affiliates is terminated by the Company or its Affiliates without Cause (other than for death or disability) or by the Participant for Good Reason (collectively a "Qualifying Termination"), then the Participant shall vest in the Pro Rata Amount of the Option Shares (less any portion of the Option which previously vested). "Pro Rata Amount" shall mean the 2,200,000 Option Shares granted hereunder multiplied by a fraction (which shall not be greater than one (1)) with (i) the numerator equal to the number of days the Participant is employed or engaged by the Company or an Affiliate commencing on the Grant Date through the date of termination and (ii) the denominator equal to 1,461. Cause and Good Reason shall have the meaning set forth in the Participant's employment agreement with vTv Therapeutics LLC dated July 25, 2022.

(c) In the event of a Qualifying Termination on or within 12 months following a Change in Control, the Option shall become immediately vested with respect to 100% of the Option Shares.

4. Expiration.

(a) In no event shall all or any portion of the Option be exercisable after the tenth annual anniversary of the Date of Grant (such ten-year period, the "Option Period"); provided, that, if the Option Period would expire at a time when trading in the shares of Class A Common Stock is prohibited by the Company's securities trading policy (or Company-imposed "blackout period"), the Option Period shall be automatically extended until the 30th day following the expiration of such prohibition (but not to the extent any such extension would otherwise violate Section 409A of the Code).

(b) If, prior to the end of the Option Period, the Participant's employment or service with the Company and all Affiliates is terminated by the Company without Cause or by the Participant for any reason, the Option shall expire on the earlier of the last day of the Option Period or the date that is 90 days after the date of such termination. In the event of a termination described in this subsection (b), the Option shall remain exercisable by the Participant until its expiration only to the extent the Option was vested at the time of such termination or in the case of termination after a Change in Control.

(c) If (x) the Participant's employment or service is terminated prior to the end of the Option Period on account of his Disability, (y) the Participant dies while still in the employ of the Company or an Affiliate or (z) the Participant dies following a termination described in subsection (b) above but prior to the expiration of the Option, the Option shall expire on the earlier of the last day of the Option Period or the date that is one year after the date of death or termination on account of Disability of the Participant, as applicable. In such event, the Option shall remain exercisable by the Participant or his beneficiary, as applicable, until its expiration only to the extent the Option was vested at the time of such event.

(d) If the Participant ceases employment or service with the Company or any Affiliates due to a termination for Cause or a termination for any reason at a time when grounds to terminate the Participant's employment or service for Cause exist, the Option (including any vested portion of the Option) shall expire immediately upon such termination.

5. Method of Exercise and Form of Payment. No Option Shares shall be delivered pursuant to any exercise of the Option until payment in full is made to the Company of the Exercise Price and an amount equal to any U.S. federal, state, local and non-U.S. income and employment taxes required to be

withheld is withheld. The Option may be exercised by delivery of written or electronic notice of exercise to the Company or its designee (including a third party administrator) in accordance with the terms hereof. The Exercise Price and all applicable required withholding taxes shall be payable (i) in cash, check, cash equivalent (including bank or certified check or wire transfer) and/or in shares of Class A Common Stock (or any combination of the foregoing) valued at the Fair Market Value at the time the Option is exercised (including, pursuant to procedures approved by the Committee, by means of attestation of ownership of a sufficient number of shares of Class A Common Stock in lieu of actual delivery of such shares to the Company); provided, that, such shares of Class A Common Stock are not subject to any pledge or other security interest; provided further, that, such payment in shares with respect to the exercise any unvested portion of the Option shall require the consent of the Committee; or (ii) by such other method as the Committee may in its sole discretion permit, including without limitation: (A) in other property having a fair market value equal to the Exercise Price and all applicable required withholding taxes or (B) if there is a public market for the shares of Class A Common Stock at such time, by means of a broker-assisted “cashless exercise” pursuant to which the Company is delivered a copy of irrevocable instructions to a stockbroker to sell the shares of Class A Common Stock otherwise deliverable upon the exercise of the Option and to deliver promptly to the Company an amount equal to the Exercise Price and all applicable required withholding taxes; or (C) by means of a “net exercise” procedure effected by withholding the number of shares of Class A Common Stock otherwise deliverable in respect of an Option that are needed to pay for the Exercise Price and all applicable required withholding taxes up to the maximum statutory withholding rate. Any fractional shares of Class A Common Stock shall be settled in cash.

6. Exercise, Including Prior to Vesting (“Early Exercise”). Subject to the provisions of this Agreement, the Participant may elect at any time prior to expiration of the Option to exercise all or any portion of the Option, including any unvested portion of the Option; provided, however, that:

(a) a partial exercise of the Option will be deemed to cover first vested Option Shares, and then unvested Option Shares that are scheduled to vest pursuant to Section 2 (from earliest to latest Vesting Date); and

(b) any Option Shares that are issued to the Participant on exercise of any unvested portion of the Option will (i) vest in accordance with the terms set forth in this Agreement and become vested Option Shares at the time of such vesting and (ii) be subject to a repurchase option in favor of the Company on the terms set forth in an Option Exercise and Repurchase Agreement substantially in the form attached hereto as Annex A, which Option Exercise and Repurchase Agreement the Participant hereby agrees to enter into as a condition to the exercise of any unvested portion of the Option.

7. Rights as a Stockholder. The Participant shall not be deemed for any purpose to be the owner of any shares of Class A Common Stock subject to the Option unless, until and to the extent that (i) the Option shall have been exercised pursuant to its terms, (ii) the Company shall have issued and delivered to the Participant the Option Shares and (iii) the Participant’s name shall have been entered as a stockholder of record with respect to such Option Shares on the books of the Company. The Company shall cause the actions described in clauses (ii) and (iii) of the preceding sentence to occur promptly following settlement as contemplated by this Agreement, subject to compliance with applicable laws.

8. Compliance with Legal Requirements.

(a) Generally. The granting and exercising of the Option, and any other obligations of the Company under this Agreement, shall be subject to all applicable U.S. federal, state and local laws, rules

and regulations, all applicable non-U.S. laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Participant agrees to take all steps the Committee or the Company determines are reasonably necessary to comply with all applicable provisions of U.S. federal and state securities law and non-U.S. securities law in exercising his or her rights under this Agreement.

(b) **Tax Withholding.** Any exercise of the Option shall be subject to the Participant satisfying any applicable U.S. federal, state and local tax withholding obligations and non-U.S. tax withholding obligations. The Company shall have the right and is hereby authorized to withhold from any amounts payable to the Participant in connection with the Option or otherwise the amount of any required withholding taxes in respect of the Option, its exercise or any payment or transfer of the Option or under the Plan and to take any such other action as the Committee or the Company deem necessary to satisfy all obligations for the payment of such withholding taxes. The Committee, may in its sole discretion permit the Participant to satisfy, in whole or in part, the tax obligations by withholding shares of Class A Common Stock that would otherwise be received upon exercise of the Option with a Fair Market Value equal to such withholding liability (but no more than the maximum required statutory withholding liability).

9. Clawback. To the extent required by applicable law and/or the rules and regulations of NASDAQ or any other securities exchange or inter-dealer quotation system on which the Class A Common Stock is listed or quoted, (including Dodd-Frank) the Option shall be subject (including on a retroactive basis) to clawback, forfeiture or similar requirements (and such requirements shall be deemed incorporated by reference into this Agreement).

10. Restrictive Covenants. In the event that the Participant violates any restrictive covenants applicable to the Participant, in addition to any other remedy which may be available at law or in equity, the Option shall be forfeited effective as of the date on which such violation first occurs, unless otherwise determined by the Committee. The foregoing rights and remedies are in addition to any other rights and remedies that may be available to the Company and shall not prevent (and the Participant shall not assert that they shall prevent) the Company from bringing one or more actions in any applicable jurisdiction to recover damages as a result of the Participant's breach of such restrictive covenants.

11. Miscellaneous.

(a) **Transferability.** The Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered (a "Transfer") by the Participant other than by will or by the laws of descent and distribution, pursuant to a qualified domestic relations order or as otherwise permitted under Section 15(b) of the Plan. Any attempted Transfer of the Option contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

(b) **Waiver.** Any right of the Company contained in this Agreement may be waived in writing by the Committee. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(c) **Section 409A.** The Option is not intended to be subject to Section 409A of the Code. Notwithstanding the foregoing or any provision of the Plan or this Agreement, if any provision of the plan or this Agreement contravenes Section 409A of the Code or could cause the Participant to incur any

tax, interest or penalties under Section 409A of the Code, the Committee may, in its sole discretion and without the Participant's consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of taxes, interest and penalties under Section 409A of the Code, and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section 11(c) does not create an obligation on the part of the Company to modify the Plan or this Agreement and does not guarantee that the Option or the Option Shares will not be subject to interest and penalties under Section 409A.

(d) Notices. Any notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax, pdf/email or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three (3) business days after mailing but in no event later than the date of actual receipt. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Company's records, or if to the Company, to the attention of the Chief Financial Officer of the Company at the Company's principal executive office.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Rights to Employment or Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the rights of the Company or its Affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Participant at any time for any reason whatsoever.

(g) Fractional Shares. In lieu of issuing a fraction of a share of Class A Common Stock resulting from any exercise of the Option or an adjustment of the Option pursuant to Section 12 of the Plan or otherwise, the Company shall be entitled to pay to the Participant an amount in cash equal to the Fair Market Value of such fractional share.

(h) Beneficiary. The Participant may file with the Committee a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation.

(i) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, heirs and successors of the Participant.

(j) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations in respect thereto. No change, modification or waiver of any provision of this Agreement shall be valid unless the same be in writing and signed by the parties hereto, except for any changes permitted without consent under Section 12 or 14 of the Plan.

(k) Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of Delaware.

(i) Dispute Resolution; Consent to Jurisdiction. All disputes between or among any Persons arising out of or in any way connected with the Plan, this Agreement or the Option shall be solely and finally settled by the Committee, acting in good faith, the determination of which shall be final. Any matters not covered by the preceding sentence shall be solely and finally settled in accordance with the Plan, and the Participant and the Company consent to the personal jurisdiction of the United States Federal and state courts sitting in Wilmington, Delaware as the exclusive jurisdiction with respect to matters arising out of or related to the enforcement of the Committee's determinations and resolution of matters, if any, related to the Plan or this Agreement not required to be resolved by the Committee. Each such Person hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the last known address of such Person, such service to become effective ten (10) days after such mailing.

(ii) Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated (whether based on contract, tort or any other theory). Each party hereto (A) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (B) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this section.

(l) Headings; Gender. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement. Masculine pronouns and other words of masculine gender shall refer to both men and women as appropriate.

(m) Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

(n) Electronic Signature and Delivery. This Agreement may be accepted by return signature or by electronic confirmation. By accepting this Agreement, the Participant consents to the electronic delivery of prospectuses, annual reports and other information required to be delivered by U.S. Securities and Exchange Commission rules (which consent may be revoked in writing by the Participant at any time upon three (3) business days' notice to the Company, in which case subsequent prospectuses, annual reports and other information will be delivered in hard copy to the Participant).

(o) Electronic Participation. The Company may, in its sole discretion, decide to deliver any documents related to this award by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company to the extent so requested by the Company.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Company and the Participant as of the day first written above.

VTV THERAPEUTICS INC.

By: /s/ Rich Nelson
Name: Rich Nelson
Title: Interim Chief Executive Officer

/s/ Paul Sekhri
PAUL SEKHRI

[Signature Page to Sekhri Option Agreement]

ANNEX A

**VTV THERAPEUTICS INC. INDUCEMENT AWARD
OPTION EXERCISE AND REPURCHASE AGREEMENT**

**VTV THERAPEUTICS INC.
INDUCEMENT AWARD
OPTION EXERCISE AND
REPURCHASE AGREEMENT¹**

THIS OPTION EXERCISE AND REPURCHASE AGREEMENT (this "Agreement") is made and entered into as of [●], 202[●] (the "Effective Date"), by and between vTv Therapeutics Inc., a Delaware corporation (the "Company"), and Paul Sekhri, an executive of the Company (the "Purchaser"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Company's 2015 Omnibus Equity Incentive Plan, as may be amended and/or restated from time to time (the "Plan"), or the Option Agreement (as defined below).

RECITALS

A. Pursuant to the Inducement Award Nonqualified Option Award Agreement, dated as of July 26, 2022 (the "Option Agreement"), entered into by and between the Company and the Purchaser, the Company granted to the Purchaser an option (the "Option") to purchase 2,200,000 shares of Class A Common Stock (the "Option Shares") at the Exercise Price per Option Share specified in the Option Agreement.

B. As of the Effective Date, in accordance Section 2 of the Option Agreement, [●] of the Option Shares have vested (the "Vested Shares"), and [●] of the Option Shares have not vested (the "Unvested Shares").

C. The Purchaser desires to exercise the Option to purchase [●] of the Option Shares (the "Purchased Shares") for an aggregate Exercise Price of \$[●] (the "Purchase Price").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- VESTING OF UNVESTED SHARES.** The Unvested Shares that are Purchased Shares shall continue to vest in accordance with the terms set forth in the Option Agreement and become Vested Shares at the time of such vesting. If not all of the Unvested Shares are Purchased Shares, the Unvested Shares that are Purchased Shares shall be determined in the order that the Unvested Shares are scheduled to vest pursuant to Section 2 of the Option Agreement (from earliest to latest Vesting Date). For example, if on the Date of Grant, the Purchaser exercises the Option with respect to 1,000,000 of the Option Shares, then (a) 500,000 of such Purchased Shares shall become vested on the first anniversary of the Date of Grant, and the remaining 500,000 of such Purchased Shares shall become vested in equal quarterly installments of 125,000 Option Shares on each of the four three-month anniversaries following such first anniversary, and (b) the Option shall remain exercisable with respect to the remaining 1,000,000 Option Shares, which shall become vested in equal quarterly installments of 125,000 Option Shares on each of the eight three-month anniversaries following the second anniversary of the Date of Grant.

¹ Note to Draft: Use this Agreement only if the Option is being early exercised as to some or all of the Option Shares.

2. CLOSING.

2.1 Deliveries by the Purchaser. The Purchaser hereby delivers to the Company: (i) the Purchase Price payable in in cash, check or cash equivalent (including bank or certified check or wire transfer); (ii) a duly executed copy of this Agreement; (iii) three (3) copies of a blank Stock Power and Assignment Separate from Stock Certificate in the form of Exhibit 1 attached hereto duly executed by the Purchaser (and the Purchaser's spouse or domestic partner, if any); and (iv) if the Purchaser is married or has a domestic partner, a Spouse/Domestic Partner Consent in the form of Exhibit 2 attached hereto (the "Spouse/Domestic Partner Consent") duly executed by the Purchaser's spouse or domestic partner.

2.2 Deliveries by the Company. Upon its receipt of all the documents to be executed and delivered by the Purchaser to the Company under Section 2.1, the Company will issue a duly executed stock certificate evidencing the Purchased Shares in the name of the Purchaser, registered in the Purchaser's name, with such certificate to be held by the Company until expiration or termination of the Repurchase Option described in Section 3.

2.3 Restrictions on Transfer. The Purchaser understands that the Purchaser may not transfer any Purchased Shares unless such Purchased Shares are (i) registered under the Securities Act and/or such other applicable U.S. state securities law, (ii) registered under such other applicable foreign securities laws or listing requirements or regulations or (iii) in the opinion of counsel to the Company, exemptions from such registration, qualification or listing requirements are available.

3. COMPANY'S REPURCHASE OPTION FOR UNVESTED SHARES.

3.1 Repurchase Option. The Company, or its assignee, shall have the option to repurchase all or any portion of the Unvested Shares on the terms and conditions set forth in this Section 3 (the "Repurchase Option") if the Purchaser is Terminated (as defined in Section 3.3).

3.2 Release of Unvested Shares from Repurchase Option. As Unvested Shares become Vested Shares in accordance with the terms set forth in the Option Agreement and in accordance with Section 1, such Vested Shares shall be released from the Repurchase Option.

3.3 Termination and Termination Date. For purposes of this Agreement, "Termination" or "Terminated" means that the Purchaser's employment with the Company and its subsidiaries has terminated for any reason. The date on which a Termination becomes effective is referred to herein as the "Termination Date." The Purchaser will not be deemed to have been Terminated while the Purchaser is on a bona fide leave of absence, to the extent required by applicable law or approved by the Committee.

3.4 Exercise of Repurchase Option. At any time within 90 days after the Termination Date, the Company, or its assignee, may elect to repurchase all or any portion of the Unvested Shares by giving the Purchaser written notice of exercise of the Repurchase Option (the "Repurchase Notice"). The Repurchase Notice shall indicate the number of Unvested Shares to be repurchased and the date on which the repurchase is to be effected (the "Repurchase Date"), such date to be not more than 30 days after the date of the Repurchase Notice. The certificates

representing the Unvested Shares to be repurchased shall be delivered to the Company or its assignee on the closing date specified for the repurchase in the Repurchase Notice.

3.5 Calculation of Repurchase Price for Unvested Shares. The Company or its assignee shall have the option to repurchase from the Purchaser (or from the Purchaser's personal representative, as the case may be) all or any portion of the Unvested Shares at an aggregate repurchase price (the "Repurchase Price") equal to the sum of (i) the Exercise Price applicable to such Unvested Shares multiplied by the number of Unvested Shares to be repurchased.

3.6 Payment of Repurchase Price. The Repurchase Price shall be payable by the Company or its assignee by check made payable to the Purchaser. The Repurchase Price shall be paid on the Repurchase Date, upon the Company's or its assignee's receipt of the stock certificates representing the Unvested Shares to be repurchased.

4. RIGHTS AS STOCKHOLDER. Subject to the terms and conditions of this Agreement, the Purchaser will have all of the rights of a stockholder of the Company with respect to the Purchased Shares from and after the date that the Purchased Shares are issued to the Purchaser until such time as the Purchaser disposes of the Purchased Shares or the Company and/or its assignee exercises the Repurchase Option. Upon an exercise of the Repurchase Option, the Purchaser will have no further rights as a holder of the Unvested Shares so purchased upon such exercise, except the right to receive payment for the Unvested Shares so purchased in accordance with the provisions of this Agreement, and the Purchaser will promptly surrender the stock certificates evidencing the Unvested Shares so purchased to the Company for transfer or cancellation.

5. TAX CONSEQUENCES.

5.1 Representations. THE PURCHASER UNDERSTANDS THAT THE PURCHASER MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF THE PURCHASER'S PURCHASE OR DISPOSITION OF THE PURCHASED SHARES. THE PURCHASER REPRESENTS (I) THAT THE PURCHASER HAS BEEN ADVISED TO CONSULT WITH A TAX ADVISOR IN CONNECTION WITH THE PURCHASE OR DISPOSITION OF THE PURCHASED SHARES AND (II) THAT THE PURCHASER IS NOT RELYING ON THE COMPANY, THE COMPANY'S COUNSEL OR ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE COMPANY FOR ANY TAX OR LEGAL ADVICE IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN PARTICULAR, IF ANY SHARES ARE SUBJECT TO REPURCHASE BY THE COMPANY, THE PURCHASER REPRESENTS THAT THE PURCHASER HAS CONSULTED WITH THE PURCHASER'S TAX ADVISOR CONCERNING THE ADVISABILITY OF FILING AN 83(B) ELECTION WITH THE INTERNAL REVENUE SERVICE.

5.2 Section 83(b) Election for Unvested Shares. Unless an election is filed by the Purchaser with the Internal Revenue Service (and, if necessary, the proper state taxing authorities), within 30 days after the purchase of the Unvested Shares, electing pursuant to Section 83(b) of the Code (and similar state tax provisions, if applicable) to be taxed currently on

any difference between the Exercise Price and the fair market value of the Unvested Shares on the Effective Date, there may be a recognition of taxable income (including, where applicable, alternative minimum taxable income) to the Purchaser, measured by the excess, if any, of the fair market value of the Unvested Shares at the time they become Vested Shares, over the Exercise Price.

6. GENERAL PROVISIONS.

6.1 Assignments: Successors and Assigns. The Company may assign any of its rights and obligations under this Agreement, including its rights to repurchase Unvested Shares under the Repurchase Option; provided, that any such assignment shall require approval of the Committee. Any assignment of rights and obligations by any other party to this Agreement requires the Company's prior written consent. This Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

6.2 Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

6.3 Incorporation by Reference. The following provisions of the Option Agreement are incorporated by reference into this Agreement *mutatis mutandis*: Section 10(b) (Waiver), Section 10(d) (Notices), Section 10(e) (Severability), Section 10(f) (No Rights to Employment or Service), Section 10(g) (Fractional Shares), Section 10(h) (Beneficiary), Section 10(i) (Successors), Section 10(j) (Entire Agreement), Section 10(k) (Governing Law and Venue), Section 10(l) (Headings; Gender), Section 10(m) (Counterparts), Section 10(n) (Electronic Signature and Delivery) and Section 10(o) (Electronic Participation).

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and the Purchaser has executed this Agreement, as of the Effective Date.

VTV THERAPEUTICS INC.

By: /s/ Rich Nelson
Name: Rich Nelson
Title: Interim CEO

PURCHASER

/s/ Paul Sekhri
Paul Sekhri

[Signature Page to Option Exercise and Repurchase Agreement]

LIST OF EXHIBITS

Exhibit 1: Stock Power and Assignment Separate from Stock Certificate

Exhibit 2: Spouse/Domestic Partner Consent

Exhibit 3: Section 83(b) Election

EXHIBIT 1

**STOCK POWER AND ASSIGNMENT
SEPARATE FROM STOCK CERTIFICATE**

**STOCK POWER AND ASSIGNMENT
SEPARATE FROM STOCK CERTIFICATE**

FOR VALUE RECEIVED, and pursuant to that certain Option Exercise and Repurchase Agreement dated as of [●], 20[●] (the “Agreement”), the undersigned hereby sells, assigns and transfers unto [●], [●] shares of Class A Common Stock, \$0.01 par value per share, of vTv Therapeutics Inc., a Delaware corporation (the “Company”), standing in the undersigned’s name on the books of the Company represented by Certificate No(s) delivered herewith, and does hereby irrevocably constitute and appoint the of the Company as the undersigned’s attorney-in-fact, with full power of substitution, to transfer said stock on the books of the Company. THIS ASSIGNMENT MAY ONLY BE USED AS AUTHORIZED BY THE AGREEMENT AND ANY EXHIBITS THERETO.

Dated:

PURCHASER:

(Signature)

(Please Print Name)

(Spouse’s Signature, if any)

(Please Print Spouse’s Name)

Instructions to the Purchaser: Please do not fill in any blanks other than the signature line. The purpose of this Stock Power and Assignment is to enable the Company and/or its assignee to acquire the Unvested Shares upon exercise of the Repurchase Option without requiring additional signatures on the part of the Purchaser or the Purchaser’s spouse or domestic partner, if any.

EXHIBIT 2

SPOUSE/DOMESTIC PARTNER CONSENT

EXHIBIT 3

SECTION 83(B) ELECTION

**ELECTION UNDER SECTION 83(B) OF THE
INTERNAL REVENUE CODE**

The undersigned Taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include the excess, if any, of the fair market value of the property described below at the time of transfer over the amount paid for such property, as compensation for services in the calculation of: (1) regular gross income; (2) alternative minimum taxable income; or (3) disqualifying disposition gross income, as the case may be.

1. TAXPAYER'S NAME:

TAXPAYER'S ADDRESS:

SOCIAL SECURITY NUMBER:

2. The property with respect to which the election is made is described as follows: [●] shares of Class A Common Stock of vTv Therapeutics Inc., a Delaware corporation (the "Company"), which is Taxpayer's employer or the corporation for whom the Taxpayer performs services.
3. The date on which the shares were purchased was [●], 20[●] and this election is made for calendar year 20[●].
4. The shares are subject to the following restrictions: The Company may repurchase all or a portion of the shares at the Taxpayer's original purchase price under certain conditions at the time of Taxpayer's termination of employment or services.
5. The fair market value of the shares (without regard to restrictions other than restrictions which by their terms will never lapse) was \$[●] per share at the time of purchase.
6. The amount paid for such shares was \$[●] per share.
7. The Taxpayer has submitted a copy of this statement to the Company.

THIS ELECTION MUST BE FILED WITH THE INTERNAL REVENUE SERVICE ("IRS"), AT THE OFFICE WHERE THE TAXPAYER FILES ANNUAL INCOME TAX RETURNS, WITHIN 30 DAYS AFTER THE DATE OF TRANSFER OF THE SHARES. THE ELECTION CANNOT BE REVOKED WITHOUT THE CONSENT OF THE IRS.

Dated: _____

Taxpayer's Signature

vTv Therapeutics Announces Paul Sekhri as new President and Chief Executive Officer

HIGH POINT, N.C. – (GLOBE NEWSWIRE) – July 27, 2022 — vTv Therapeutics Inc. (Nasdaq: VTVT), a clinical stage biopharmaceutical company focused on the development of orally administered treatments for type 1 diabetes (T1D), today announced that Paul Sekhri will lead the company as President and Chief Executive Officer, effective August 1, 2022. Rich Nelson, who has been serving as Interim Chief Executive Officer since March 2, 2022, will continue to support the company as Executive Vice President, Corporate Development and as a member of the Board of Directors. Mr. Sekhri will also join vTv's Board of Directors.

Paul joins vTv as it sets to launch Phase 3 pivotal studies for its most advanced product, TTP399, which was granted Breakthrough Therapy designation by the U.S. Food and Drug Administration (FDA) in April 2021 as an oral adjunctive therapy for the treatment of T1D.

Positive results from the Phase 2 study showed treatment with TTP399 resulted in a statistically significant improvement in HbA1c relative to placebo and a clinically meaningful 40% decrease in the frequency of severe and symptomatic hypoglycemia.

Last month, vTv announced a \$25 million investment by G42 Investments AI Holding RSC Ltd. and entry into a collaboration and license agreement with affiliates of G42 Healthcare whereby G42's affiliate will be funding a significant portion of the Phase 3 clinical trials for TTP399.

"While I've served in the Interim CEO role for the past four months, we diligently searched for the right candidate to steer the company through this final stage of TTP399 development and are highly confident that Paul is the right person for the role," said Rich Nelson. "We are thrilled to have Paul join vTv at this very exciting time in the company's lifecycle as we actively engage in activities in preparation of the initiation of our Phase 3 trials and continue to have positive discussions with institutions in the biotech community about further investment in vTv. Paul brings extensive experience as CEO of several prominent healthcare companies and has strong ties to the biotech investment community. We are very excited to have Paul on board and I look forward to continuing to support vTv in my new role and to support Paul in his."

Mr. Sekhri brings nearly 30 years of healthcare experience, including serving as President and CEO of several healthcare companies such as eGenesis, Lycera Corp., Cerimon Pharmaceuticals, as well as senior business development and strategy roles at Sanofi, Teva Pharmaceutical Industries Ltd., TPG Biotech, Cerimon, Ariad Pharmaceuticals and Novartis Pharma AG. He has been a director on more than 30 private, public company and non-profit boards and is currently a Director at Ipsen, S.A., Compugen, Pharming N.V., Veeva Systems, Longboard, Spring Discovery and eGenesis. Additionally, he is on the Board of Directors of the Metropolitan Opera.

"During my long career as a biotechnology executive, I have been attracted to truly novel therapeutic approaches that address serious medical challenges and/or improve patient care," said Mr. Sekhri. "T1D is a challenging enough disease for patients to manage without also having to worry about hypoglycemia. A treatment that significantly reduces the risk of hypoglycemia while also improving Hb1Ac would be a significant advance for treating this disease. I look forward to working with the vTv team to initiate and successfully complete our Phase 3 trials."

On July 26, 2022, Mr. Sekhri was granted stock options (the "Options") to purchase 2,200,000 shares of the Class A common stock of vTv at an exercise price of \$0.79 per share pursuant to an inducement award agreement (the "Inducement Award Agreement"). Subject to potential acceleration upon the achievement of certain performance metrics as set forth in the Inducement Award Agreement, 25% of the Options will vest on the first anniversary of the grant date and thereafter the Options will vest in equal quarterly installments over the next three years. Upon certain terminations of employment, a portion of the Options will vest on a pro rata basis based on the number of days employed during the four-year term. The grant of Options was made as an inducement grant under NASDAQ Listing Rule 5635(c)(4).

About vTv Therapeutics

vTv Therapeutics Inc. is a clinical stage biopharmaceutical company focused on developing oral, small molecule drug candidates. vTv has a pipeline of clinical drug candidates led by programs for the treatment of type 1 diabetes and cystic fibrosis related diabetes. vTv's development partners are pursuing additional indications in type 2 diabetes, chronic obstructive pulmonary disease, renal disease, primary mitochondrial myopathy, and pancreatic cancer.

For more information, please visit www.vtvtherapeutics.com.

Forward-Looking Statements

This release contains forward-looking statements, which involve risks and uncertainties, including statements regarding the potential grant of the FDA Approval. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will," "would" and, in each case, their negative or other various or comparable terminology. All statements other than statements of historical facts contained in this release, including statements regarding the agreements and transactions described in this release are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors, including the risk that the FDA Approval is not received on a timely basis or at all, that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Important factors that could cause our results to vary from expectations include those described under the heading "Risk Factors" in our Annual Report on Form 10-K and our other filings with the SEC. These forward-looking statements reflect our views with respect to future events as of the date of this release and are based on assumptions and subject to risks and uncertainties. Given these uncertainties, you should not place undue reliance on these forward-looking statements. These forward-looking statements represent our estimates and assumptions only as of the date of this release and, except as required by law, we undertake no obligation to update or review publicly any forward-looking statements, whether as a result of new information, future events or otherwise after the date of this release. We anticipate that subsequent events and developments will cause our views to change. Our forward-looking statements do not reflect the potential impact of any future acquisitions, merger, dispositions, joint ventures or investments we may undertake. We qualify all of our forward-looking statements by these cautionary statements.

Contact: vTv: Katie Larch / Robert Flamm, Ph.D.
Burns McClellan, Inc.
klarch@burnsmc.com / rflamm@burnsmc.com
