

**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): April 24, 2024

Onconetix, Inc.

(Exact name of registrant as specified in charter)

Delaware

(State or other Jurisdiction of
Incorporation or Organization)

001-41294

(Commission File Number)

83-2262816

(IRS Employer
Identification No.)

**201 E. Fifth Street, Suite 1900
Cincinnati, Ohio**

(Address of Principal Executive Offices)

45202

(zip code)

(513) 620-4101

(Registrant's telephone number, including area code)

N/A

(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 registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.00001 per share	ONCO	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

Veru Forbearance

As previously disclosed, on April 19, 2023, Onconetix, Inc. (the “Company”) entered into an asset purchase agreement with Veru Inc., a Wisconsin corporation (“Veru”) (the “Veru APA”). Pursuant to the terms of the Veru APA, the Company agreed to provide Veru with initial consideration totaling \$20.0 million, consisting of (i) \$6.0 million paid upon the closing of the transaction, (ii) an additional \$4.0 million in the form of a non-interest bearing note payable due on September 30, 2023, and (iii) an additional \$10.0 million in the form of two equal (i.e. each for \$5.0 million) non-interest bearing notes payable, each due on April 19, 2024 (the “April Veru Note”) and September 30, 2024 (the “September Veru Note”). On September 29, 2023, the Company entered into an amendment (the “Veru Amendment”) of the Veru APA. Pursuant to the Veru Amendment, the \$4.0 million note payable originally due on September 30, 2023, was deemed paid and fully satisfied upon (1) the payment to Veru of \$1 million in immediately available funds on September 29, 2023, and (2) the issuance to Veru by October 3, 2023, of 3,000 shares of Series A Preferred Stock of the Company.

On April 24, 2024, the Company entered into a Forbearance Agreement with Veru (the “Forbearance Agreement”). Pursuant to the Forbearance Agreement, Veru will forbear from exercising its rights and remedies under the April Veru Note until March 31, 2025 (the “Forbearance Period”). Interest will accrue on any unpaid principal balance of the April Veru Note at a rate of 10% per annum, commencing on April 20, 2024 through the date that the outstanding principal balance under the April Veru Note is paid in full. Any such accrued interest will become immediately due and payable upon the earlier of (i) certain events of default under the April Veru Note or September Veru Note, (ii) a payment default under the September Veru Note and (iii) the final payment of any principal amount payable under the September Veru Note. No interest will accrue under the September Veru Note during the Forbearance Period unless an Event of Default (as defined in the Forbearance Agreement) occurs, in which case interest will accrue from and after the date on which such default occurs.

In consideration for Veru’s entrance into the Forbearance Agreement, the Company agreed to pay Veru:

- \$50,000 of the principal due under the April Veru Note and up to \$10,000 of out-of-pocket expenses incurred by Veru in connection with the Forbearance Agreement;
- 15% of (i) the monthly cash receipts of Proteomedix for the licensing or sale of any products or services, (ii) monthly cash receipts of the Company or any of its subsidiaries for the sales of Proclarix anywhere in the world, and (iii) monthly cash receipts of the Company or any of its subsidiaries for milestone payments or royalties from Labcorp; and
- 10% of the net proceeds from any financing or certain asset sale, transfer or licensing transactions that are consummated prior to March 31, 2025.

The Company also agreed to a general release of claims against Veru and its representatives, arising out of or relating to any act or omission thereof prior to April 24, 2024.

The foregoing description of the Forbearance Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Forbearance Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Altos Amendment

As previously disclosed, on January 23, 2024, the Company issued a non-convertible debenture (the “Debenture”) in the principal sum of \$5.0 million, in connection with a Subscription Agreement, to Altos Ventures, a stockholder of the Company (“Altos”). The Debenture has an interest rate of 4.0% per annum, and the principal and accrued interest was to be payable in full upon the earlier of (i) the closing under the Subscription Agreement and (ii) June 30, 2024. Additionally, the \$5.0 million subscription amount under the Subscription Agreement shall be increased by the amount of interest payable under the Debenture. On April 24, 2024, the Debenture was amended to extend the maturity date to the earlier of (i) the closing under the Subscription Agreement and (ii) October 31, 2024 (the “Altos Amendment”).

The foregoing description of the Altos Amendment does not purport to be complete and is qualified in its entirety by the terms and conditions of the Altos Amendment, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Item 8.01 Other Events

As previously disclosed, in light of (i) the time and resources needed to continue pursuing commercialization of ENTADFI, and (ii) the Company's cash runway and indebtedness, the Company has determined to temporarily pause its commercialization of ENTADFI, as it considers strategic alternatives. As part of a cost reduction plan approved by the Board and in connection with our pause in commercializing ENTADFI, the Company has terminated three employees involved with the ENTADFI program, effective April 30, 2024, with such individuals to continue assisting the Company on an as-needed, consulting basis. The Company continues to consider various measures, including strategic alternatives, to rationalize its operations and optimize its Proclarix diagnostic program.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1	Forbearance Agreement, dated April 24, 2024, between the Company and Veru
10.2	Amendment to Non-Convertible Debenture, dated April 24, 2024, between the Company and Altos
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Date: April 26, 2024

ONCONETIX, INC.

By: /s/ Bruce Harmon
Bruce Harmon
Chief Financial Officer

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT (this “Agreement”) is entered into as of this 24th day of April, 2024 (the “Effective Date”), by and among Onconetix, Inc., a Delaware corporation (“Borrower”), and Veru Inc., a Wisconsin corporation (“Holder”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Promissory Notes (as defined below).

RECITALS AND STIPULATIONS

A. Borrower and Holder are parties to a certain Promissory Note, dated as of April 19, 2023, and due on April 19, 2024 (the “April 2024 Promissory Note”) and a certain Promissory Note, dated as of April 19, 2023, and due on September 30, 2024 (the “September 2024 Promissory Note” and together with the April 2024 Promissory Note, the “Promissory Notes”);

B. Borrower has requested that Holder extend the maturity date of the April 2024 Promissory Note and forbear from exercising certain of its rights and remedies under the Promissory Notes and applicable law in respect of certain Events of Default under the Promissory Notes, and Holder has agreed to so extend and forbear upon the terms and subject to the conditions set forth in this Agreement; and

C. Borrower and Holder acknowledge and agree that this Agreement has been negotiated in good faith.

NOW, THEREFORE, in consideration of the recitals and stipulations set forth above and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Holder hereby agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following terms have the following meanings. Capitalized terms not defined herein shall have the meanings ascribed to them in the Promissory Notes.

(a) “Change of Control Default” means any obligation of Borrower to make any mandatory prepayment pursuant to Section 3(b) of the Promissory Notes that may have become due in connection with Borrower’s acquisition of Proteomedix AG or that may become due in connection with the issuance of shares of Borrower’s common stock upon the conversion of the shares of preferred stock issued by Borrower pursuant to Borrower’s acquisition of Proteomedix AG.

(b) “Event of Default” has the meaning assigned to such term in section 8 of this Agreement.

(c) “Forbearance Period” means the period of time commencing on the Effective Date and terminating on the earlier to occur of: (i) the Termination Date or (ii) the occurrence of any Event of Default under this Agreement.

(d) “Obligations” means collectively all indebtedness and obligations of Borrower to Holder, whether any such indebtedness or obligation is now or hereafter existing, including, without limitation, all amounts which Borrower has agreed to pay to Holder in any of the Promissory Notes or this Agreement.

(e) “Termination Date” means March 31, 2025.

2. **General Acknowledgments.** Borrower acknowledges and agrees to the following:

(a) Borrower hereby acknowledges the accuracy of the representations set forth in the Recitals and Stipulations of this Agreement;

(b) Neither this Agreement nor any other agreement entered in connection herewith or pursuant to the terms hereof shall be deemed or construed to be a compromise, satisfaction, reinstatement, accord and satisfaction, novation or release of any of the Promissory Notes, or any rights or obligations thereunder, or a waiver by Holder of any of its rights under the Promissory Notes or at law or in equity; and

(d) Borrowers reaffirm that the Promissory Notes are valid, binding and enforceable against Borrower in accordance with their respective terms, as modified by provisions of this Agreement, and acknowledge that Borrower is liable to Holder for the full amount of the principal, interest and any fees or other charges evidenced by the Promissory Notes, without offset, deduction, claim, counterclaim, defense or recoupment of any kind. Prior to the Effective Date, there have been no modifications, amendments, or changes to any of the Promissory Notes except pursuant to a writing signed by Holder and each other party thereto. Except as expressly provided to the contrary herein, (i) all of Holder's rights and remedies available under the Promissory Notes and at law and in equity remain unchanged and available without restriction; (ii) the terms of the Promissory Notes remain in full force and effect; and (iii) the obligations and duties of Borrower to Holder will not be released, impaired, diminished, or amended as a result of the execution and delivery of this Agreement or by any subsequent undertakings of the parties.

(e) A material event of default has occurred and is continuing under the April 2024 Promissory Note by reason of Borrower's failure to pay the balance due on the April 2024 Promissory Note at maturity, on April 19, 2024 (the "Existing Default").

(f) As a result of the Existing Default, all amounts due under the April 2024 Promissory Note are currently due and payable without restriction. Borrower hereby waives all of its rights to receive notice of or cure the Existing Default.

(g) None of this Agreement, any documents delivered in connection with this Agreement, or any course of dealing between or among any of the parties hereto, is intended to operate, nor shall they be construed, as a waiver of the Existing Default or any other existing or future defaults or events of default under any of the Promissory Notes, as to which all rights of Holder shall remain reserved.

(h) The forbearance by Holder as provided herein shall result in a direct and substantial benefit to Borrower.

3. **Confirmation of Indebtedness.** Borrower confirms and acknowledges that, as of the date hereof, it is indebted and obligated to Holder under the Promissory Notes in the aggregate principal amount of \$10 million, plus any interest that becomes due and owing either by the terms of the Promissory Notes or the terms of this Agreement, without offsets, deductions, counterclaims or defenses of any kind or character whatsoever.

4. **Forbearance.**

(a) Subject to the terms and conditions of this Agreement, Holder agrees (i) that, during the Forbearance Period, Holder will forbear from exercising its rights and remedies on account of the Existing Default and the Change of Control Default, and (ii) that Section 4(b) of the Promissory Notes shall not apply during the Forbearance Period.

(b) Holder has no obligation to, has not agreed to, nor has it made any representation that it will, and this Agreement shall not constitute an agreement by or require Holder to, renew or extend the Forbearance Period, grant additional forbearance periods, or extend the time for payment of any of the Obligations.

(c) Interest at the rate of 10% per annum shall accrue on any unpaid principal balance of the April 2024 Promissory Note commencing on April 20, 2024 through the date that the outstanding principal balance under the April 2024 Promissory Note is paid in full. Any such accrued interest shall become immediately due and payable upon the earlier of (i) an Event of Default, and will continue to accrue and be immediately due while such Event of Default is continuing, (ii) a payment default of Borrower pursuant to Section 4(a) of the September 2024 Promissory Note, and (iii) the final payment of any principal amount payable under the September 2024 Promissory Note. For the avoidance of doubt, no interest has accrued under either Promissory Note with respect to any default that has or may have occurred on or prior to April 19, 2024, and no interest shall accrue under the September 2024 Promissory Note during the Forbearance Period unless an Event of Default under this Agreement occurs or there is a payment default pursuant to Section 4(a) of the September 2024 Promissory Note, in which case interest shall accrue in accordance with Section 5 of the September 2024 Promissory Note from and after the date on which such default occurs.

5. **Effectiveness of this Agreement.** This Agreement shall be effective as of the Effective Date conditioned upon the satisfaction of each of the conditions set forth below in this section 5 on or before the execution of this Agreement by Holder:

(a) The execution and delivery of this Agreement by the Borrower; and

(b) Borrower shall remit \$50,000 of the principal payable under the April 2024 Promissory Note to Holder within three (3) business days of the Effective Date.

6. **Payments During the Forbearance Period.** During the Forbearance Period, Borrower shall make the following required payments towards the remaining principal balance payable under the April 2024 Promissory Note:

(a) Borrower shall pay Holder monthly payments equal to 15% of (i) the monthly cash receipts of Proteomedix AG for the licensing or sale of any products or services, (ii) monthly cash receipts of Borrower or any of its subsidiaries for the sales of Proclarix anywhere in the world, and (iii) monthly cash receipts of Borrower or any of its subsidiaries for milestone payments or royalties from Labcorp (collectively, the "Cash Receipt Payments"). Such Cash Receipt Payments shall be paid on the 20th calendar day of each month (or the first business day thereafter), commencing on May 20, 2024.

(b) Borrower shall pay to Holder, within three business days of the consummation thereof, an amount equal to 10% of the net proceeds from any transaction (other than a transaction described in Section 6(a) above) in which Borrower or any of its subsidiaries receives any proceeds from or in connection with (i) any sale of any debt, equity or other securities, (ii) any other incurrence of any indebtedness or (iii) any sale, transfer or license of any assets of Borrower or any of its subsidiaries outside the ordinary course of business, including, without limitation, any merger, reverse merger or other similar transaction, that is consummated between the Effective Date and March 31, 2025, it being understood that, if there are multiple such transactions, then there will be multiple payments to Holder under this provision.

(c) Borrower shall reimburse Holder for its out-of-pocket expenses up to \$10,000 in connection with the negotiation and execution of this Agreement, including legal fees, within ten business days of receipt of an invoice from Borrower.

7. **Promissory Notes Cross-Defaulted.** Notwithstanding anything in the Promissory Notes to the contrary, a default or event of default occurring on or after the Effective Date under any of the Promissory Notes shall constitute a default and event of default under each of the Promissory Notes and an Event of Default hereunder shall constitute a default and event of default under each of the Promissory Notes.

8. **Events of Default.** An Event of Default shall exist under this Agreement upon:

(a) Any breach or default in performance by Borrower of any of the agreements, payments, terms, conditions, covenants, warranties, or representations set forth in this Agreement;

(b) the occurrence of an Event of Default as set forth in Section 4(c) or (d) of the Promissory Notes;

(c) Borrower becomes the subject of state insolvency proceedings or makes an assignment for the benefit of creditors, or a receiver, trustee, custodian, or other similar official is appointed for, or takes possession of any of the property of, Borrower; or

(d) Borrower files a petition to become a debtor under the United States Bankruptcy Code, or an involuntary petition under the United States Bankruptcy Code is filed against any Borrower, or an order for relief under the United States Bankruptcy Code is entered with respect to Borrower.

9. **Termination of Forbearance Period; Remedies.** Upon the earlier to occur of the Termination Date or an Event of Default, in addition to any other rights or remedies available to Holder:

(a) The Forbearance Period shall terminate automatically and immediately without notice; and

(b) Holder's obligation to forbear as provided herein shall terminate immediately and automatically without notice and Holder shall be entitled to exercise any and all of its rights and remedies, including, without limitation, any and all rights and remedies under the Promissory Notes, this Agreement, or applicable law, or in equity, with respect to Borrower.

10. **Incorporation of Other Documents.** The Promissory Notes are expressly reaffirmed and incorporated herein by this reference, and shall remain in full force and effect and continue to govern and control the relationship between the parties hereto except to the extent they are inconsistent with, amended or superseded by this Agreement. To the extent of any inconsistency, amendment or superseding provision, this Agreement shall govern and control.

11. **Notice.** All notices or demands hereunder to parties hereto shall be made in accordance with the Promissory Notes.

12. **Waiver and Release of Claims.** Borrower, for itself and each and all of its respective officers, employees, agents, shareholders, general partners, limited partners, members, directors, managers, trustees, grantors, settlors, heirs, beneficiaries, successors, and assigns, does hereby fully, unconditionally, and irrevocably waive, and release Holder and its officers, managers, employees, agents, directors, shareholders, members, affiliates, attorneys, successors, and assigns (each a "Released Party") of and from, any and all claims, liabilities, obligations, causes of action, defenses, counterclaims, and setoffs, of any kind, whether known or unknown and whether in contract, tort, statute, or under any other legal theory, arising out of or relating to any act or omission by Holder or any other Released Party, on or before the Effective Date.

13. **Amendments.** This Agreement may not be amended or modified except in a writing signed by Holder and Borrower.

14. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of Borrower and Holder and their respective successors, heirs (where appropriate) and assigns. Holder does not undertake to give or to do or refrain from doing anything directly to or for the benefit of any person other than Borrower and, with respect to Borrower, other than as described herein. Although third parties may incidentally benefit from this Agreement, there are no intended beneficiaries other than Borrower and Holder.

15. **Waivers Voluntary.** The releases and waivers contained in this Agreement are freely, knowingly and voluntarily given by each party, without any duress or coercion, after each party has had opportunity to consult with its counsel and has carefully and completely read all of the terms and provisions of this Agreement.

16. **Governing Law.** This Agreement is made in the State of Delaware and the validity of this Agreement, any documents incorporated herein or executed in connection herewith, and (notwithstanding anything to the contrary therein) the Promissory Notes, and the construction, interpretation, and enforcement thereof, and the rights of the parties thereto shall be determined under, governed by and construed in accordance with the internal laws of The State of Delaware, without regard to principles of conflicts of law.

17. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

18. **Entire Agreement.** This Agreement reflects the entire understanding of the parties with respect to the subject matter herein contained, and supersedes any prior agreements (whether written or oral) between the parties regarding the subject matter hereof. The terms of this Agreement may not be waived, amended, or supplemented except in a writing signed by all parties hereto. This Agreement shall not be construed against the drafter hereof. **Severability.** If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any law of the State of Delaware, federal law or any other applicable law, the validity and enforceability of the remaining portions or provisions of this Agreement shall not be affected thereby.

19. **Further Assurance.** Borrower agrees to execute such other and further documents and instruments as Holder may request to implement the provisions of this Agreement and to perfect and protect the liens and security interests created by the Promissory Notes.

20. **No Waiver.** No delay or omission of Holder in exercising any of its rights, remedies, or powers arising from the Existing Default or any Event of Default shall be construed as a waiver or an acquiescence thereof, nor shall any single or partial exercise of any such rights, remedies, or powers preclude any further exercise thereof or the exercise of any other right, remedy, or power arising from the Existing Default or any Event of Default. Holder's acceptance of any payment on account of any of the Obligations or other performance by Borrower after the occurrence of an Event of Default shall not constitute a waiver of such Event of Default, any other Event of Default, or any of Holder's rights or remedies.

21. **Application of Payments.** Except as expressly set forth herein to the contrary, Holder may apply any and all payments it receives from Borrower to the Obligations as Holder shall determine in its sole discretion.

22. **Integration.** This Agreement and the Promissory Notes are intended by the parties as the final expression of their agreement and therefore incorporate all negotiations of the parties hereto and are the entire agreement of the parties hereto. Borrower acknowledges that it is relying on no written or oral agreement, representation, warranty, or understanding of any kind made by Holder or any employee or agent of Holder except for the agreements by Holder set forth herein or in the Promissory Notes. Except as expressly set forth in this Agreement, the Promissory Notes remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower and Holder, by their duly authorized representatives, have caused this Forbearance Agreement to be executed in the manner and form sufficient to bind them as of the date first above written.

HOLDER:

VERU INC.

By: /s/ Mitchell S. Steiner
Mitchell S. Steiner, M.D., F.A.C.S.
Chairman, President and Chief Executive Officer

BORROWER:

ONCONETIX, INC.

By: /s/ Bruce Harmon
Bruce Harmon
Chief Financial Officer

[Signature Page to Forbearance Agreement]

ONCONETIX, INC.
201 E. Fifth Street, Suite 1900
Cincinnati, OH 45202

April 24, 2024

Altos Venture AG
Obertorweg 64, CH-4123
Allschwil/Switzerland

Re: Amendment to Non-Convertible Debenture

Ladies and Gentlemen:

Reference is hereby made to that certain Non-Convertible Debenture, dated as of January 23, 2024, in the original principal amount of US\$5,000,000 (the "Debenture"), by Onconetix, Inc., a Delaware corporation ("Maker"), to Altos Venture AG, a Swiss company ("Payee").

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Maker and Payee hereby agree to amend the Debenture, effective as of the date first set forth above, as follows:
 - a. Section 1(a)(ii) is hereby amended to delete clause (ii) thereof and replace it with the following "(ii) October 31, 2024".
2. Except as expressly amended hereby, the provisions of the Debenture remain in full force and effect, on the terms and subject to the conditions set forth therein. This letter agreement does not constitute, directly or by implication, an amendment or waiver of any provision of the Debenture, or any other right, remedy, power or privilege of any party to the Debenture, except as expressly set forth herein. The terms of this letter agreement shall be governed by and construed in a manner consistent with the provisions of the Debenture.
3. Within five business days after receipt of a summary invoice therefor, Maker shall pay or reimburse the fees and expenses of Cooley LLP, the counsel for Payee, for its services in connection with the negotiation, preparation and execution of this letter agreement.

{Remainder of page intentionally left blank; signature page follows}

Please acknowledge your agreement and acceptance to the foregoing by signing below and returning it to the undersigned at your earliest convenience.

Very truly yours,

ONCONETIX, INC.

By: /s/ Bruce Harmon

Name: Bruce Harmon

Title: Chief Financial Officer

Accepted and agreed, effective as of the date first set forth above:

ALTOS VENTURE AG

By: /s/ Tobias Fischli

Name: Tobias Fischli

Title: Delegate of the BoD
