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): May 14, 2026

Context Therapeutics Inc.

(Exact name of registrant as specified in its charter)

Delaware	001-40654	86-3738787
(State of other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2001 Market Street, Suite 3915, Unit #15
Philadelphia, Pennsylvania 19103
(Address of principal executive offices including zip code)

(267) 225-7416
(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:

☐ 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))

Title of each class	Trading Symbol	Name of exchange on which registered
Common Stock $0.001 par value per share	**CNTX**	**The Nasdaq Stock Market**

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

On May 14, 2026 (the "Amendment Date"), Context Therapeutics Inc. (the "Company") entered into a First Amendment (the "Amendment") to that certain License Agreement, dated September 23, 2024, by and between the Company and BioAtla, Inc. ("BioAtla") (the "Original License Agreement"). As previously disclosed, pursuant to the Original License Agreement the Company obtained exclusive rights to certain antibody assets, including a Nectin cell adhesion protein 4 x CD3 T cell engaging bispecific antibody currently being developed by the Company as CT-202. Pursuant to the Amendment, among other things, the Company agreed to pay BioAtla $4.5 million within five business days of the Amendment Date and an additional $2.0 million by August 1, 2026. The Amendment also modified the Company's rights under the Original License Agreement such that the exclusive licenses granted with respect to the licensed antibodies, including CT-202, are irrevocable, royalty-free, fully paid-up and non-terminable. The Amendment also eliminated (i) the Company's research and development and certain reporting obligations regarding the licensed antibodies and (ii) BioAtla's rights to terminate the License Agreement. As a result of the Amendment, BioAtla is not entitled to receive future milestone payments or royalties under the Original License Agreement with respect to the licensed antibodies.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. The Original License Agreement was filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the "SEC") on September 23, 2024 and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On May 18, 2026, the Company issued a press release announcing the Amendment. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in this Item 7.01, and Exhibit 99.1 attached hereto, are being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, regardless of any general incorporation language in such filing.

Item 9.01. Exhibits.

(**d) Exhibits**

Exhibit No.	**Description**
10.1#	First Amendment to License Agreement, dated May 14, 2026, by and between the Company and BioAtla, Inc.
99.1	Press Release issued by Context Therapeutics Inc., dated May 18, 2026
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

Certain schedules to this agreement have been omitted in accordance with Item 601(a)(5) of Regulation S-K. A copy of any omitted schedules will be furnished supplementally to the SEC upon request.

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.

Dated: May 18, 2026

Context Therapeutics Inc.

By: /s/ Martin A. Lehr

Name: Martin A. Lehr

Title: Chief Executive Officer

FIRST AMENDMENT TO LICENSE AGREEMENT

This **FIRST AMENDMENT** (the "***First Amendment***") is made and entered into as of May 14, 2026 ("***First Amendment Effective Date***"), by and between BioAtla, Inc., a Delaware corporation ("***BioAtla***"), and Context Therapeutics Inc., a Delaware corporation ("***Context***"). Each of BioAtla and Context is sometimes referred to individually in this First Amendment as a "***Party***" and collectively as the "***Parties***."

WHEREAS, BioAtla and Context are parties to that certain License Agreement, dated September 23, 2024 (the "***Agreement***");

WHEREAS, subject to the terms and conditions of the Agreement as amended by this First Amendment, (a) Context proposes to pay to BioAtla, and BioAtla desires to accept, the Amendment Pay-Off Amounts described below to satisfy in full any and all milestone and royalty payments contemplated by Sections 4.2 and 4.3 of the Agreement and (b) BioAtla proposes to grant, and Context proposes to accept such grant, of a royalty-free, fully paid-up, non-terminable right and license under the BioAtla Intellectual Property to Exploit Licensed Antibodies and Program Products (each as defined below); and

WHEREAS, BioAtla and Context now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms**. Capitalized terms used and not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

2. **Amendment Pay-Off Amounts**. In full consideration for the License and other rights granted by BioAtla under the Agreement, including this First Amendment, Context shall pay to BioAtla the following non-refundable, non-creditable payments (the "***Amendment Pay-Off Amounts***"):

    a. Four million, five hundred thousand U.S. dollars ($4,500,000), payable within five (5) Business Days of the First Amendment Effective Date; and

    b. Two million U.S. dollars ($2,000,000), payable by August 1, 2026.

BioAtla shall timely (and in any event at least by July 24, 2026 for the second Amendment Pay-Off Amount) provide Context with an invoice for each Amendment Pay-Off Amount.

3. **BioAtla Covenants; BioAtla Representations and Warranties**.

    a. **BioAtla Covenants**. Effective as of the First Amendment Effective Date, BioAtla, for itself and on behalf of any of its Affiliates, hereby irrevocably covenants and agrees that: (x) it will not sell, convey, transfer, assign or otherwise deliver (any such sale, conveyance, transfer, assignment or delivery, a "***Transfer***") any of BioAtla's right, title and interest in and to any or all of the BioAtla Patents set forth on Exhibit A attached hereto or any Patent related thereto (e.g., any continuation, continuation-in-part, divisionals, substitutions, reissues, re-examination, revalidation, extensions (including pediatric exclusivity), restorations (including revalidations, reissues and re-examinations), registrations, supplementary protection certificates and renewals of any such patents or patent applications) (collectively, the "***Scheduled BioAtla***

Patents") to any Person unless all (but not less than all) of such then-existing Scheduled BioAtla Patents are Transferred to such Person; and (y) it will not create, incur, assume, or permit to exist any mortgage, pledge, lien, or other encumbrance upon any of the Scheduled BioAtla Patents (other than for tax or government assessments not yet delinquent or being contested in good faith). BioAtla will (and will cause Himalaya to) take all actions and provide Context with all reasonably requested assistance to effect the terms and conditions of this Section 3(a).

b. **BioAtla Representations**. BioAtla represents and warrants to Context, as of the First Amendment Effective Date that:

i. it is the sole and exclusive owner of, and has the sole right, title and interest in and to, the Scheduled BioAtla Patents, free and clear of all encumbrances that would interfere with Context's rights;

ii. neither BioAtla nor any of its Affiliates is a party to any agreement with a Third Party under which BioAtla or any of its Affiliates grants licenses, options or other rights in or to any Scheduled BioAtla Patents;

iii. to the Knowledge of BioAtla, each of the Scheduled BioAtla Patents properly identifies each and every inventor of the claims thereof as determined in accordance with the Applicable Laws of the jurisdiction in which such Scheduled BioAtla Patent is issued or patent application is pending;

iv. as of the First Amendment Effective Date there are no litigation proceedings, investigations or claims of any nature pending against, or to its Knowledge, threatened by or against, BioAtla that may affect fulfilment of the rights and obligations of the Parties under the Agreement (including as amended by this First Amendment);

v. to the Knowledge of BioAtla, there are no facts that would form the basis for the invalidation or unenforceability of the Scheduled BioAtla Patents;

vi. neither BioAtla nor any of its Affiliates has initiated or been involved in any proceedings, investigations or claims in which it alleges that any Third Party is or was infringing or misappropriating any Scheduled BioAtla Patents;

vii. as of the First Amendment Effective Date, BioAtla has the full right, power and authority to grant the global rights, title and interests under the Agreement (including as amended by this First Amendment) to Context, including under the ERA; and

viii. neither BioAtla nor any of its Affiliates has entered into any agreement or granted any interest in the Scheduled BioAtla Patents that is inconsistent with the terms of the Agreement (including as amended by this First Amendment).

4. **Amendments**. The Agreement is hereby amended to:

a. Delete the first sentence of Section 2.1 of the Agreement in its entirety and replace it with the following:

"Subject to the terms and conditions hereunder, BioAtla hereby grants Context an irrevocable, exclusive (exclusive even as to BioAtla and its Affiliates), royalty-free, fully paid-up, non-terminable right and license under the BioAtla Intellectual Property solely for the Exploitation of the Licensed Antibodies and Program Products in the Field in the Territory (collectively, the "License")."

b. Delete Section 2.2 of the Agreement in its entirety and replace it with the following:

"Sublicenses. Context will have the right to grant sublicenses (through multiple tiers) to its Affiliates and Third Parties of any and all rights granted to Context pursuant to Section 2.1. Any such sublicense shall be consistent with the terms of this Agreement and will include (a) confidentiality, non-disclosure and non-use provisions at least as restrictive or protective of the Parties as those set forth in this Agreement, and (b) patent prosecution and enforcement provisions which are consistent with BioAtla's rights in Sections 11.3 and 11.5. Context shall require that each Sublicensee complies with such terms specified in the preceding sentence."

c. Delete Section 3.1 of the Agreement in its entirety and disband the Patent Committee.

d. Delete any and all references in the Agreement to the payment of any royalties or milestones to BioAtla, including Sections 4.2, 4.3, 4.4, 4.6, and 4.7 (and all corresponding definitions) of the Agreement. The remaining Sections of Article 4 of the Agreement shall retain their original numbering.

e. Delete any and all references to any diligence obligations with respect to Context and any obligations to provide BioAtla with reports or information regarding the Program or Program Product development or commercialization, including the first sentence of Section 5.1, Section 5.2, Section 5.3 and the second sentence of Section 6.1, and Section 14.3 of the Agreement. The remaining Sections of the applicable Articles shall retain their original numbering.

f. Add the following as a new sentence to the end of Section 11.5.2 of the Agreement:

"Notwithstanding the foregoing, BioAtla will use good faith efforts to diligently prepare, file, prosecute, defend, and maintain all BioAtla Patents consistent with its past practice. To the extent BioAtla does not timely make a filing with the applicable governmental authority or pay any fee or expense associated with the preparation, filing, prosecution, defense or maintenance of any BioAtla Patent, Context may immediately assume the control and direction thereof and, upon three (3) days' notice to BioAtla, assume the control and direction of the preparation, filing, prosecution, defense and maintenance for all BioAtla Patents. In the event Context assumes such control, BioAtla shall promptly deliver to Context or its designee copies of all necessary files related to such Patent(s) and take all actions and execute all documents reasonably necessary for Context to assume such control."

g. Delete the last sentence of Section 11.5.3 of the Agreement and replace it with the following:

"Neither Party shall settle, compromise or withdraw from such claim, opposition of proceeding for which it is responsible as provided in this Section 11.5 without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed."

h. Delete Section 14.1 of the Agreement in its entirety and replace it with the following:

"This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of the last BioAtla Patent (the "Term")."

i. Delete Section 14.2, 14.3 and Section 14.5 of the Agreement in its entirety. The remaining Sections of the applicable Articles shall retain their original numbering.

j. Delete Section 14.4 of the Agreement in its entirety and replace it with the following:

"Context may terminate this Agreement for any or no reason by providing BioAtla with sixty (60) days prior written notice; provided that, for clarity, if Context terminates this Agreement pursuant to the foregoing, all Sublicenses shall survive."

k. Delete Section 15.1 of the Agreement in its entirety and replace it with the following:

"15.1 Any provisions required for the interpretation or enforcement of this Agreement shall survive the expiration or termination of this Agreement. Expiration or termination of this Agreement shall not relieve any Party of any obligations that are expressly indicated to survive expiration or termination and shall be without prejudice to any rights that have accrued to the benefit of a Party prior to such termination or expiration. For the avoidance of doubt, the provisions of Sections 1, 2.1, 8, 9 (for the period set forth therein), 10 (for the period set forth therein), 11, 13, Section 14.4, this Section 15.1, and 16-19 (inclusive) shall survive the expiration or termination of this Agreement."

l. Delete Sections 15.2, 15.3 and 15.4 of the Agreement in their entirety.

5. **Miscellaneous**. All other terms of the Agreement shall remain in full force and effect. The Agreement, as amended by this First Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof. This First Amendment may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have signed this First Amendment as of the First Amendment Effective Date.

CONTEXT THERAPEUTICS INC.

By: /s/ Martin Lehr
Name: Martin Lehr
Title: Chief Executive Officer

BIOATLA, INC.

By: /s/ Jay M. Short
Name: Jay M. Short
Title: Chief Executive Officer

EXHIBIT A

Scheduled BioAtla Patents

Context Therapeutics Enters into License Agreement Amendment with BioAtla for CT-202

Context announces buyout of CT-202 future milestones and royalties in exchange for a fully paid-up, non-terminable license

Phase 1 initiation for CT-202 trial expected in third quarter of 2026

PHILADELPHIA, PA— May 18, 2026 —Context Therapeutics Inc. ("Context" or the "Company") (Nasdaq: CNTX), a clinical-stage biopharmaceutical company advancing T cell engaging ("TCE") bispecific antibodies for solid tumors, today announced the amendment of the Company's exclusive license agreement, dated September 23, 2024, with BioAtla, Inc. (Nasdaq: BCAB). The amendment removes all future milestone and royalty obligations owed by the Company for CT-202, the Company's Nectin-4 x CD3 T cell engager, in exchange for a $4.5 million upfront payment, and a second and final $2.0 million payment due by August 1, 2026.

"We are pleased to announce this amendment which provides us with full economic rights to CT-202 going forward," said Martin Lehr, Chief Executive Officer of Context. "This transaction underscores our excitement for CT-202, an increasingly important program within Context's pipeline, and provides a significant opportunity to capture potential long-term value as we advance CT-202 through development."

About CT-202
CT-202 is a Nectin-4 x CD3 TCE bispecific antibody that targets Nectin-4, a cell surface protein that is highly and frequently overexpressed in a variety of solid tumors, including bladder, colorectal, lung and breast. Nectin-4 is a clinically validated target for cancer therapy using a traditional antibody-drug conjugate, but it is also associated with certain adverse events, including neuropathy and rash. CT-202 is a pH-dependent TCE that is designed to be preferentially active within the tumor microenvironment. More information about the CT-202 clinical trial (NCT07545122) can be found on https://clinicaltrials.gov/.

About Context Therapeutics®
Context Therapeutics Inc. (Nasdaq: CNTX) is a clinical-stage biopharmaceutical company advancing T cell engaging ("TCE") bispecific antibodies for solid tumors. Context's goal is to build an innovative portfolio of TCE bispecific therapeutics, including CTIM-76, a Claudin 6 x CD3 TCE, CT-95, a Mesothelin x CD3 TCE, and CT-202, a Nectin-4 x CD3 TCE. Context is headquartered in Philadelphia. For more information, please visit www.contexttherapeutics.com or follow the Company on X (formerly Twitter) and LinkedIn.

Forward-looking Statements
This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact, including statements regarding the Company’s strategy, future operations, prospects, and plans and objectives of management, are forward-looking statements. These statements may be identified by words such as “may,” “will,” “expect,” “believe,” “could,” “estimate,” “potential,” “anticipate,” “look forward,” “plan,” “intend,” and similar expressions.

Forward-looking statements in this press release include, without limitation, statements regarding (i) the Company’s opportunity to capture long-term value as it advances CT-202 through development, (ii) the Company’s expectation that its Phase 1 clinical trial for CT-202 will be initiated in the third quarter of 2026, and (iii) other non-historical statements.

These forward-looking statements involve substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied, and the Company cannot assure that its plans, intentions, expectations, or strategies will be achieved. These risks and uncertainties include, without limitation: (i) uncertainties regarding the Company’s expectations, projections, and estimates of future costs and expenses, capital requirements, the availability of additional financing and the Company’s capital requirements; (ii) the timing, progress, and results of the Company’s discovery, preclinical and clinical development activities; (iii) clinical trial site activation and enrollment; (iv) unexpected safety or efficacy data observed during preclinical studies or clinical trials; (v) the risk that results from nonclinical or clinical studies may not be predictive of future results, and that interim data are subject to further analysis; (vi) uncertainties related to the regulatory approval process; (vii) the Company’s reliance on third parties; (viii) macroeconomic conditions; and (ix) whether the Company has sufficient funding to meet future operating expenses and capital expenditure requirements. Additional factors that may cause actual results to differ materially from those expressed or implied in the forward-looking statements in this press release are described under the heading “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, as filed with the U.S. Securities and Exchange Commission (the “SEC”), and in the Company’s other filings with the SEC, including future reports.

Except as required by law, the Company undertakes no obligation to update or revise any forward-looking statements, which speak only as of the date of this press release, whether as a result of new information, future events or otherwise.

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