

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 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): September 5, 2025

**Verona Pharma plc**

(Exact Name of Registrant as Specified in its Charter)

United Kingdom  
(State or other jurisdiction  
of incorporation)

001-38067  
(Commission  
File Number)

98-1489389  
(IRS Employer  
Identification No.)

3 More London Riverside  
London SE1 2RE  
United Kingdom

(Address of principal executive offices) (Zip Code)

+44 203 283 4200

(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 the registrant under any of the following provisions:

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

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

Title of each class	Trading symbol	Name of each exchange on which registered
Ordinary shares, nominal value £0.05 per share*	VRNA	The Nasdaq Global Market

\* The ordinary shares are represented by American Depositary Shares (each representing 8 ordinary shares), which are exempt from the operation of Section 12(a) of the Securities Exchange Act of 1934, as amended, pursuant to Rule 12a-8 thereunder.

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 September 5, 2025, the Remuneration Committee of the Board of Directors of Verona Pharma plc (the “Company”) approved an amendment (the “Amendment”) to the Verona Pharma plc Employee Change in Control Severance Benefit Plan (as amended and/or restated from time to time, the “Severance Plan”), subject to the occurrence of the Closing (as defined in the Transaction Agreement, dated as of July 8, 2025, by and among Merck Sharp & Dohme LLC, Vol Holdings LLC and the Company (the “Transaction Agreement”)) and effective as of immediately prior to the Closing.

Pursuant to the Amendment, (i) the time period following a Change in Control (as defined in the Severance Plan) in which a qualifying termination of employment may occur resulting in severance benefits under the Severance Plan shall be extended from twelve months to twenty-four months; (ii) the definition of a “Qualifying Resignation” shall be revised to generally mean an eligible employee’s resignation after receiving and declining a long-term offer of employment from the Company after completing any reasonable knowledge transfer and administrative support requests; and (iii) the minimum severance period for benefits available under the Severance Plan shall be increased from three months to six months. In the event that the Transaction Agreement is terminated prior to the occurrence of the Closing, the Amendment shall be void.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Amendment to Verona Pharma plc Employee Change in Control Severance Benefit Plan.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURE**

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.

**VERONA PHARMA PLC**

Date: September 9, 2025

By: /s/ David Zaccardelli, Pharm. D.

Name: David Zaccardelli, Pharm. D.

Title: President and Chief Executive Officer

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**AMENDMENT TO THE  
VERONA PHARMA PLC  
EMPLOYEE CHANGE IN CONTROL SEVERANCE BENEFIT PLAN**

THIS AMENDMENT TO THE VERONA PHARMA PLC EMPLOYEE CHANGE IN CONTROL SEVERANCE BENEFIT PLAN (this “*Amendment*”) was made and adopted on September 5, 2025 by Verona Pharma plc (the “*Company*”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Verona Pharma plc Employee Change in Control Severance Benefit Plan (as amended and/or restated from time to time in accordance with the terms thereof, the “*Plan*”).

WHEREAS, pursuant to the terms of Section 9 of the Plan, the Company desires to amend the terms of the Plan as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that, subject to the occurrence of the Closing (as defined in the Transaction Agreement, dated as of July 8, 2025 (the “*Transaction Agreement*”), by and among Merck Sharp & Dohme LLC, Vol Holdings LLC and the Company), the Plan be and hereby is amended as follows, effective as of immediately prior to the Closing:

1. The definition of “Change in Control Related Termination” in Section 2 of the Plan shall be amended and restated in its entirety to read as follows:

“*Change in Control Related Termination*” with respect to an Eligible Employee means such Eligible Employee’s Qualifying Termination that occurs upon or during the twenty-four (24) month period immediately following a Change in Control.

2. The definition of “Qualifying Resignation” in Section 2 of the Plan shall be amended and restated in its entirety to read as follows:

“*Qualifying Resignation*” means an Eligible Employee’s resignation after receiving and declining a long-term offer of employment by a Participating Employer (or an affiliate or successor thereof) after completing any reasonable knowledge transfer and administrative support requests (as reasonably requested by the Participating Employer). The Plan Administrator, in its sole discretion, shall determine whether or not a Qualifying Resignation has occurred.

3. The chart in Section 1(a) of Appendix C to the Plan shall be amended and restated in its entirety to read as follows:

Position	Months
Executive Officer	12
Vice President and above	9
Director – Executive, Senior, Associate	6
Sr. Manager and below	6

4. This Amendment shall be and is hereby incorporated in and forms a part of the Plan. Furthermore, in the event that the Transaction Agreement is terminated prior to the occurrence of the Closing, this Amendment shall be *void ab initio*. Except as set forth herein, the Plan shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and as evidence of the adoption of the foregoing, the Company has executed this Amendment and has consented to the adoption of this Amendment in accordance with the terms of the Plan.

VERONA PHARMA PLC

By: /s/ Andrew Fisher

Name: Andrew Fisher

Title: General Counsel

*[Signature Page to Plan Amendment]*

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