

**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): **February 6, 2026 (February 3, 2026)**

RENOVORX, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40738
(Commission
File Number)

27-1448452
(IRS Employer
Identification No.)

2570 W El Camino Real, Suite 320
Mountain View, CA
(Address of principal executive offices)

94040
(Zip Code)

Registrant's telephone number, including area code: **(650) 284-4433**

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 (see General Instructions 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
Common Stock, \$0.0001 par value per share	RNXT	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 Arrangement of Certain Officers.

On February 3, 2026, Ronald B. Kocak notified the board of directors (the "Board") of RenovoRx, Inc., a Delaware corporation (the "Company"), his intent to resign from his position as Principal Accounting Officer of the Company, effective as of the close of business on February 3, 2026. The circumstances of his resignation do not constitute "Good Reason" (as defined in the Amended and Restated Change in Control and Severance Agreement, dated November 10, 2025, by and between the Company and Mr. Kocak (the "Kocak Agreement")). His resignation is voluntary and is not a "Qualified Termination" (as defined in the Kocak Agreement). Mr. Kocak retains his position as Vice President and Controller and maintains his current salary for the year of 2026.

On February 4, 2026, the Board appointed Mark Voll, a consultant to the Company, as the Company's Chief Financial Officer, effective immediately. As the Chief Financial Officer, Mr. Voll shall serve in the capacity as the Company's Principal Financial and Accounting Officer for purposes of the Company's compliance with federal securities laws, rules and regulations and all other regulatory purposes. In connection with his appointment, Mr. Voll entered into a Consulting Agreement with the Company on the same date (the "Voll Consulting Agreement").

Mr. Voll, age 72, has more than 30 years of experience in finance and accounting and has served as Chief Financial Officer for multiple public and private high-technology companies. Mr. Voll served as Vice President of Business Operations and Chief Financial Officer of Achronix Semiconductor, a publicly held semiconductor company, from December 2020 to December 2021. Prior to that, he served as Chief Financial Officer of Techpoint, Inc., a publicly held semiconductor company, from October 2019 to November 2020. From January 2016 to October 2019, Mr. Voll served as Chief Financial Officer of Aquantia Corp., a publicly held semiconductor company, where he led the company's initial public offering and subsequently managed its sale. From June 2012 to January 2016, he served as Chief Financial Officer of Montage Technology, Inc., a publicly held semiconductor company, where he led the company's initial public offering and later managed its sale. Mr. Voll received a Bachelor of Science degree in Accounting from Providence College.

Pursuant to the Consulting Agreement, Mr. Voll shall serve as the Chief Financial Officer until either the Company or Mr. Voll may terminate the Consulting Agreement by providing at least thirty (30) days prior written notice. Mr. Voll's relationship with the Company is that of an independent contractor.

Mr. Voll is entitled to compensation of \$250 per hour, which will be paid 50% in cash and 50% in vesting of restricted stock units of the Company, subject to the approval of the Company's Compensation Committee, with the restricted stock units valued based on the closing price on the last trading day of the month in which services were performed. Pursuant to the Consulting Agreement, subject to the approval of the Company's Compensation Committee, Mr. Voll shall receive an initial grant of 60,000 unvested restricted stock units, which shall vest in accordance with the foregoing. The restricted stock units to Mr. Voll shall be subject to, and governed by, the terms and conditions of the Company's 2021 Omnibus Equity Incentive Plan. The Consulting Agreement includes other customary provisions, such as confidentiality, non-solicitation and reimbursement for business-related expenses.

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

There are no arrangements or understandings between Mr. Voll and any other person pursuant to which he was elected to serve as the Chief Financial Officer of the Company and there are no family relationships between Mr. Voll and any director or executive officer of the Company. The Company has not entered into any transactions with Mr. Voll that are reportable pursuant to Item 404(a) of Regulation S-K.

Item 8.01. Other Events.

On February 5, 2025, the Company issued a press release announcing the appointment of Mr. Voll as the Chief Financial Officer. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

No.	Exhibit
10.1+	<u>Consulting Agreement, dated February 4, 2026, by and between the Company and Mark Voll.</u>
99.1	<u>Press Release, dated February 5, 2026.</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

+ Certain information has been omitted from this exhibit pursuant to Item 601(a)(6) or Item 601(b)(10)(iv) of Regulation S-K.

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.

RenovoRx, Inc.

Date: February 6, 2026

By: /s/ Shaun Bagai
Name: Shaun R. Bagai
Title: Chief Executive Officer

Certain information has been omitted from this exhibit pursuant to Item 601(a)(6) or Item 601(b)(10)(iv) of Regulation S-K. [***] indicates that information has been redacted.

RENOVORX, INC.

CONSULTING AGREEMENT

This Consulting Agreement (the “*Agreement*”) is entered into on this **February 4, 2026** (“*Effective Date*”) by and among **RenovoRx, Inc.**, a Delaware corporation, and its successors or assignees (“*Company*”), and **Mark Voll** (referred to herein as “*Consultant*”) for the purpose of setting forth the terms and conditions by which the Company will acquire Consultant’s services.

1. Engagement of Services.

Consultant will, to the best of his or her ability, render the services set forth in **Exhibit A** attached hereto. Consultant shall perform the actions necessary to complete such services in a timely and professional manner consistent with industry standards, and at a location, place and time which the Consultant deems appropriate. Consultant may not subcontract or otherwise delegate his obligations under this Agreement without Company’s prior written consent.

2. Compensation.

Company will compensate Consultant for services rendered under this Agreement as set forth in **Exhibit A** attached hereto. Unless otherwise agreed to by the Company in writing, Consultant shall be responsible for all expenses incurred in performing services under this Agreement.

3. Independent Contractor Relationship.

Consultant’s relationship with Company will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant’s performance of services and receipt of fees under this Agreement. Because Consultant is an independent Consultant, Company will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker’s compensation insurance on Consultant’s behalf. Consultant hereby agrees to indemnify and defend Company against any and all such taxes or contributions, including penalties and interest incurred by Company as a result of Consultant’s failure to file or pay any such taxes or payments. Further, Company will not obtain workers’ compensation insurance on behalf of Consultant, Consultant’s employees and /or agents.

4. Proprietary Information.

4.1 Proprietary Information. Consultant agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Company’s Proprietary Information (as defined below) in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the express written consent of the Company. By way of illustration but not limitation “*Proprietary Information*” includes (a) information relating to products, processes, know-how, designs, techniques, drawings, clinical data, test data, formulas, methods, samples, development or experimental work, improvements, discoveries, trade secrets, inventions, ideas, other works of authorship, (hereinafter collectively referred to as “*Inventions*”); (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and non-public financial statements, licenses, contracts, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of the Company’s employees, consultants and any other service providers of the Company; and (d) the existence of any business discussions, negotiations, or agreements between the Company and any third party. Notwithstanding the other provisions of this Agreement, nothing received by Consultant will be considered to be Company Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Consultant from a third party without any confidentiality limitations; or (3) it was known by the Consultant, as evidenced by his records, prior to its disclosure by the Company.

4.2 Third Party Information. Consultant understands that Company has received and will in the future receive from third parties confidential or proprietary information (“*Third Party Information*”) subject to a duty on Company’s part to maintain the confidentiality of such information and use it only for certain limited purposes. Consultant agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with Consultant’s work for Company, Third Party Information unless expressly authorized in writing by an officer of Company.

5. Ownership of Work Product.

5.1 Disclosure of Work Product. As used in this Agreement, the term “*Work Product*” means any Invention, whether or not patentable, and all related know-how, designs, trademarks, formulae, processes, techniques, trade secrets, ideas, artwork, software, or any other copyrightable or patentable works. Consultant agrees to disclose promptly in writing to Company, or any person designated by Company, all Work Product which is solely or jointly conceived, made, reduced to practice, authored, or learned by Consultant in the course of any work performed for the Company under this Agreement (“*Company Work Product*”). Consultant agrees that any and all Company Work Product shall be the sole and exclusive property of Company. For clarification purposes, Company Work Product shall not include, and Consultant shall have no obligation to disclose to Company, any Work Product resulting from Consultant’s pre-existing obligations as described in section 8.2; *provided, however*, Consultant shall notify the Company in advance of any situation arising out of any of these pre-existing obligations or any other obligation that could impair or diminish the Company’s full rights to any Work Product developed or created pursuant to this Agreement.

5.2 [Intentionally Omitted].

5.3 Assignment of Company Work Product. Consultant irrevocably assigns to Company all right, title and interest worldwide in and to the Company Work Product and all applicable intellectual property rights related to the Company Work Product, including without limitation, patents, copyrights, trademarks, trade secrets, contract and licensing rights (the “*Proprietary Rights*”). Consultant retains no rights to use the Company Work Product.

5.4 Assistance. At the expense of Company, Consultant agrees to cooperate with Company or its designee(s), both during and after the term of this Agreement, in the procurement and maintenance of Company’s rights in Company Work Product and to execute, when requested, any other documents deemed necessary by Company to carry out the purpose of this Agreement.

5.5 Enforcement of Proprietary Rights. At the expense of Company, Consultant will assist Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Work Product. To that end Consultant will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof, including any applicable filings with the U.S. Patent and Trademark Office and the U.S. Food and Drug Administration and the respective foreign counterparts to such government offices or agencies. In addition, Consultant will execute, verify and deliver assignments of such Proprietary Rights to

Company or its designee. Consultant's obligation to assist Company with respect to Proprietary Rights relating to such Company Work Product in any and all countries shall continue beyond the termination of this Agreement, but Company shall compensate Consultant at a reasonable rate after such termination for the time actually spent by Consultant at Company's request on such assistance.

5.6 Execution of Documents. In the event Company is unable for any reason, after reasonable effort, to secure Consultant's signature on any document needed in connection with the actions specified in the preceding Sections 5.4 and 5.5, Consultant hereby irrevocably designates and appoints Company and its duly authorized officers and agents as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Consultant. Consultant hereby waives and quitclaims to Company any and all claims, of any nature whatsoever, which Consultant now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to Company.

6. Obligation to Keep Company Informed.

Subject to the pre-existing obligations as described in Section 8.2, during the period of this Agreement and for twelve (12) months after termination of this Agreement, Consultant shall promptly disclose to the Company fully and in writing all Inventions in the Field authored, conceived or reduced to practice by Consultant, either alone or jointly with others. In addition, subject to the pre-existing obligations as described in Section 8.2, Consultant shall promptly disclose to the Company all patent applications relating to the Field filed by him or on his behalf within a year after termination of this Agreement.

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7. Consultant Representations and Warranties.

Consultant hereby represents and warrants that (a) to the best of Consultant's knowledge, neither the Company Work Product, nor any element thereof will infringe the Proprietary Rights of any third party; (b) neither the Company Work Product, nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (c) Consultant will not grant, directly or indirectly, any rights or interest whatsoever in the Company Work Product to third parties; (d) Consultant has full right and power to enter into and perform this Agreement without the consent of any third party; (e) Consultant will comply with all laws and regulations applicable to Consultant's obligations under this Agreement; (f) Consultant is not subject to any contract or duty that would be breached by Consultant's entering into or performing Consultant's obligations under this Agreement or that is otherwise inconsistent with this Agreement; and (g) should the Company permit Consultant to use any of the Company's equipment or facilities during the term of this Agreement, such permission shall be gratuitous and Consultant shall be responsible for any injury to any person (including death) or damage to property arising out of use of such equipment or facilities.

8. Restrictive Covenants.

Consultant acknowledges that: (a) the business of the Company is intensely competitive and that Consultant's relationship with the Company requires that Consultant have access to and knowledge of Proprietary Information; (b) the direct and indirect disclosure of any such Proprietary Information would place the Company at a competitive disadvantage and would do damage, monetary or otherwise, to the Company's business; (c) the Proprietary Information constitutes a trade secret of the Company; and (d) the engaging by Consultant in any of the activities prohibited by this Section 8 may constitute improper misappropriation and/or use of such information and trade secrets.

8.1 Nondisclosure of Proprietary Information. Consultant agrees that at all times during and after the termination of his relationship with the Company, Consultant shall not, directly or indirectly, whether individually, as a director, stockholder, owner, partner, employee, principal or agent of any business, or in any other capacity, make known, disclose, furnish, make available or utilize any of the Proprietary Information. This confidentiality covenant has no temporal, geographical or territorial restriction. Consultant agrees to immediately return all Proprietary Information, Company documents (and all copies thereof) and other Company property and materials in his possession or control, including, but not limited to, Company reports, notes, files, memoranda, records, drawings, business plans and forecasts, financial information, specifications, computer-recorded information, software, tangible property (including, but not limited to, computers and cellular phones), credit cards, travel cards, entry cards, identification badges and keys, and any materials of any kind that contain or embody any Proprietary Information of the Company (and all reproductions thereof).

8.2 No Conflict of Interest. Consultant agrees that he will not, at any time during the term of this Agreement and for a period of six (6) months thereafter, without the prior written consent of the Company, engage in any business or activity, accept work or enter into a contract or agreement, or otherwise become associated with any business (i) relating to the research, design, development, transfer of intellectual property rights, commercializing and/or marketing of any product or technology relating to the attempted treatment or enhanced treatment of pancreatic cancer, or the localized treatment of solid tumors, by any endovascular approach, including by means of delivery of any therapeutic materials to the pancreas, and all related devices, accessories, products, kits or services (collectively, the "*Field*"), or (ii) that is in conflict or incompatible with Consultant's obligations under this Agreement or the scope of services rendered for Company. Consultant represents and warrants that except for this Agreement, he has not entered into any contract or agreement relating to the Field. Consultant further represents that he is not a party to any existing agreement or obligation inconsistent or in conflict with this Agreement.

8.3 Non-solicitation of Company Employees and Customers. Consultant hereby agrees that at any time during the term of this Agreement, Consultant will not, without first obtaining the Company's prior written permission, (a) directly or indirectly solicit, entice, induce, or encourage employees or consultants of the Company to leave the Company to accept work with a competing business, or (b) directly or indirectly solicit any customer or prospective customer of the Company on Consultant's own behalf or on behalf of any competitor of the Company.

9. Term and Termination.

9.1 Term. The term of this Agreement will continue until termination as provided in Section 9.2 below.

9.2 Termination. Either the Company or Consultant may terminate this Agreement at its convenience by providing at least thirty (30) days prior written notice to the other.

9.3 Return of Company Property. Upon termination of the Agreement or earlier as requested by Company, Consultant will deliver to Company any and all samples, drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Work Product, Third Party Information or Proprietary Information of Company.

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10. General Provisions.

10.1 Governing Law. This Agreement will be governed by and construed according to the laws of the State of California, without regard to the conflicts of laws principles thereof. The Consultant hereby expressly consent to the personal jurisdiction of the state and federal courts located in the county where Company's principal place of business is located for any lawsuit filed there against Consultant by Company arising from or related to this Agreement.

10.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or

unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 No Assignment. This Agreement, and Consultant's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Consultant without the Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

10.4 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with the notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by email or facsimile transmission upon acknowledgment of receipt of electronic transmission; (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

10.5 Injunctive Relief. A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to Company for which there may be no adequate remedy at law, and Company is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

10.6 Survival. Sections 2, 4, 5, 6, 7, 8 and 10 shall survive termination of this Agreement.

10.7 Waiver. No waiver by Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement shall be construed as a waiver of any other right.

10.8 Promotional Rights. Company may use and authorize the use of Advisor's name, likeness and biographical information in promotional materials, websites and the like.

10.9 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior agreements and discussions between Consultant and Company; provided, however that Sections 4, 5 and 8.1 of the prior Consulting Agreement between the parties dated January 1, 2026 shall continue on full force and effect. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged.

[Signature Page Follows]

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In Witness Whereof, that parties have caused this Consulting Agreement to be executed as of the date first written above.

Company:

Consultant:

RenovoRx, Inc.

By: /s/ Shaun R. Bagai
Name: Shaun R. Bagai

By: /s/ Mark Voll
Name: Mark Voll

Title: CEO

Address: 2570 W El Camino Real, Ste. 320 Mountain View, CA 94040

Address: [***]

Consulting Agreement – Signature Page

Exhibit A

STATEMENT OF WORK

This Statement of Work ("SOW") is incorporated into the Consulting Agreement by and between Company and Consultant (the "**Agreement**") to which this SOW is an Exhibit. This SOW describes services to be performed and provided by the Consultant pursuant to the Agreement. If any item in this SOW is inconsistent with the Agreement prior to such incorporation, the terms of this SOW will control, but only with respect to the services to be performed under this SOW.

1. Scope of Services:

Consultant will provide the following services (the "**Services**"):

- Serve as Chief Financial Officer ("CFO") of the Company, which will be the principal financial and accounting officer of the Company for all operational and SEC purposes, subject to the oversight of the Company's Chief Executive Officer ("CEO").
- Exercise the duties and responsibilities customarily associated with the chief financial officer role of a Nasdaq-listed public company, including responsibility for the financial and accounting aspects of all Company SEC filings.
- Oversight of the Company's Finance, Accounting, Tax, Controllershship, Information Technology, Acquisitions & Divestitures, and Insider Trading Compliance functions.
- Provide support to the Chief Executive Officer in connection with oversight of the Company's investor relations function.
- Assist with preparation of investor-facing materials, earnings-related communications, and market messaging.
- Participate from time to time in investor, analyst, and banker meetings.
- Report directly to the Company's Chief Executive Officer and as required, to the Board of Directors.

Upon request by the Company, the Consultant may provide additional services reasonably related to the Consultant's expertise and capacity.

2. Compensation:

Services Fees: \$250/hour.

Reporting and Payment: Consultant shall report weekly hours to the Chief Executive Officer on each Friday. Consultant shall submit invoices detailing the Services provided, the date the Services were provided, and time spent on such Services on the last day of each month in which Services are provided and/or upon the termination of this Agreement. Invoices shall be submitted to the Company at [***].

Subject to the approval of the Company's Compensation Committee, invoices shall be paid fifty percent (50%) in cash and fifty percent (50%) in vesting of restricted stock units of the Company, with the stock units valued based on the closing price on the last trading day of the month in which the services were performed.

The equity portion of the invoices shall be vested on or about the last trading day of each month and the cash portion of the invoices are payable within thirty (30) days following receipt by the Company of Consultant's invoices. Subject to the approval of the Company's Compensation Committee, Consultant shall receive an initial grant of 60,000 unvested restricted stock units, which shall vest in accordance with the foregoing.

3. Expenses.

Company will reimburse Consultant for reasonable out-of-pocket business expenses incurred in connection with the Services, provided that such expenses are approved in advance by the Company and fully documented to Company's satisfaction. Consultant shall be reimbursed for approved out-of-pocket expenses as soon as practicable after an invoice is received monthly.

4. Travel Policy for Consultant.

The CEO must approve all business travel and align with the guidelines described below before travel.

Consultant shall travel to the headquarters of the Company in Mountain View, CA approximately two times per calendar quarter. In addition to travel to the Company's headquarters, Consultant may be requested from time to time to travel for other Company-related business purposes, as reasonably required in connection with the performance of Services.

Lodging will be reimbursed for approved business travel for up to ten (10) nights per visit, at a rate not to exceed [***] per night. Lodging accommodations may include hotels or short-term rentals, provided the overall cost remains reasonable and aligned with Company guidelines. Any lodging stays exceeding ten (10) nights per visit require prior written or email approval from the CEO.

A. General:

1. Only those business-related expenses incurred while working for the Company under the Scope of Services will be considered for reimbursement.
2. Reservations must be made as far in advance as reasonably possible.
3. It is understood that exceptions will need to be made to the policy in certain situations. Any exceptions to these guidelines must be approved in writing (email) in advance by the Company's CEO or designee.
4. Time spent traveling shall not be considered billable time.

B. Receipts:

Required for all expenses.

C. Air Travel

1. Travelers must use Company travel agent for air travel:
[***]
2. Travelers must travel via the lowest-available non-refundable Coach Class unless upgrading at their own expense or using their own points or airline status.
3. Airfare, reservation fees, and baggage fees are reimbursable.
4. Authorization must be requested from the Company's CEO or designee before booking any round-trip flight for more than [***].
5. Class of Service General Policy: RenovoRx will reimburse the cost of Coach Class only. If the flight is over 4 hours, booking Economy with preferred seating is acceptable.
6. Not Reimbursable - Air travel insurance

D. Lodging/Hotel:

1. The room cost and applicable taxes are reimbursable. They must be reported daily when invoicing.
2. Authorization must be requested from the Company's CEO or designee before booking a room with a nightly base rate that exceeds [***]. Note: for major metropolitan cities, i.e., NYC, SF, etc., authorization is needed for rates exceeding [***].
3. Internet access provided by the hotel is reimbursable.

E. Meals and Amenities:

For each full workday of approved business travel during which Consultant performs Services, Consultant shall be entitled to a per diem allowance of [***] to cover meals and customary amenities.

The per diem is intended to simplify reimbursement and shall be paid in lieu of itemized meal receipts. The allowance applies only to full workdays spent during approved business travel and does not apply to partial travel days, local site visits near the employee's residence or primary office, or days on which no business duties

are performed at the travel location.

Except as expressly provided herein, no additional reimbursement for meals or incidental expenses shall be provided.

F. Car Rental:

Authorization must be requested from the Company's CEO or designee before booking a rental car that exceeds a base cost of [***].

Employees should use a Company credit card for all business travel whenever possible. The Company card includes rental car insurance benefits, so employees should decline all optional insurance and protection offerings from the rental car agency when paying with the Company card.

If an employee must use a personal credit card, they should first confirm with their card issuer that rental card coverage is included. When using a personal card that provides coverage, employees should likewise decline all rental agency offerings at booking or pickup.

Only in cases where the card being used—Company or personal—**does not** provide rental car insurance should the employee accept the rental agency's insurance offerings.

G. Ground Transportation

1. Use of a personal vehicle is reimbursed at the current IRS rate and gas will not be expensed.
2. Travelers are expected to have adequate insurance for using their personal vehicles.
3. The choice of transportation to/from the local airport must be the most cost-effective means.
4. Travelers may use taxis or rental cars in the destination city, but not both means of transport during the same trip.

H. Other Reimbursable Expenses

1. Parking is reimbursable as follows:
 - Airport parking is covered for the period the traveler is working for the Company.
 - Parking for business purposes and at hotels is reimbursable.
2. Tolls (e.g., highways, bridges, tunnels) are reimbursable, including highway electronic toll collection systems (e.g., E-ZPass, I-Pass, Fastrak).

H. Non-Reimbursable (Including but not limited to)

- Parking for personal evening events while on one's own time is not covered.
- Non-business-related costs
- Unless business-related, travel, hotel, meal, or entertainment expenses for friends/family/personal guests.
- Travel expenses above the reimbursable limit split by two or more employees must stay within the travel policy limits.
- Airport lounge access
- Flight upgrade
- Personal services and expenses include but are not limited to laundry, dry cleaning, haircuts, shoeshines, manicurist, massage, spa, luggage, toiletries, and medicines.
- Personal entertainment, including in-room and in-flight entertainment.
- Parking fines or traffic tickets
- Mobile phone/tablet accessories (exceptions may be made for field personnel with approval from CEO or designee)
- Insurance: Travel insurance, Personal vehicle insurance
- Mini bar expenses more than daily meal allowances
- Late, delinquency, suspense, and membership reward fees
- Commuting expenses to the RenovoRx office for local employees and consultants
- Courier/postage expenses
- Donations
- Pet or house sitting

Consultant Initial /s/ MV

Company Initial /s/ SB

RenovoRx Appoints Experienced Public Company Executive Mark Voll as Chief Financial Officer

Appointment Strengthens RenovoRx's C-Suite Leadership to Support Commercial Growth of RenovoCath®

MOUNTAIN VIEW, Calif., Feb. 05, 2026 (GLOBE NEWSWIRE) — **RenovoRx, Inc.** ("**RenovoRx**" or "**the Company**") (Nasdaq: **RNXT**), a life sciences company developing innovative targeted oncology therapies and commercializing **RenovoCath**®, a patented, FDA-cleared drug-delivery device, is pleased to announce the appointment of Mark Voll as the Company's Chief Financial Officer, effective February 1, 2026.

Mr. Voll brings more than three decades of financial leadership experience to RenovoRx, with a strong track record for guiding high-growth public companies through periods of commercial buildout and strategic development. He has served as Chief Financial Officer for multiple publicly traded technology companies where he successfully led corporate initiatives that scaled early growth to full commercial development.

RenovoRx's plans for Mr. Voll include a forward-facing role in stockholder communications as well as leveraging his extensive experience in budgeting, strategic planning, and finance. His expertise in managing operations will be instrumental as RenovoRx continues the commercialization of its RenovoCath drug-delivery device and simultaneously advances its Phase III TIGeR-PaC clinical trial.

"We are thrilled to welcome Mark to the RenovoRx leadership team during this important chapter of our company's history," said Shaun Bagai, Chief Executive Officer of RenovoRx. "During 2025, we moved from being solely a clinical stage company to a commercial one as well. Mark is therefore joining us at a perfect time as we look to capitalize on our evolving model. His financial and operational leadership experience in both public markets and high-growth organizations will play a critical role as RenovoRx continues its drive towards sustained commercial execution."

"I've worked with many emerging growth companies in my career, and I believe that RenovoRx right now is very well positioned at the intersection of innovation and patient impact, with a differentiated therapy platform and a clear strategic vision for transforming the lives of cancer patients," said Mr. Voll. "I have spent my career helping high-growth companies scale, and I am excited to bring that experience to RenovoRx. The team has built a strong foundation and has positive momentum, and I look forward to collaborating with leadership and the entire organization to further accelerate RenovoRx's success."

Throughout his career, Mr. Voll has successfully guided companies through initial public offerings and subsequent exits, including Techwell, Inc. (IPO in 2006, acquired by Intersil in 2010), Montage Technology (IPO in 2013, acquired by PDSTI in 2014), and Aquantia Corporation (IPO in 2017, acquired by Marvell Technology in 2019).

Mr. Voll will lead a finance team that will continue to include Ronald B. Kocak (who until Mr. Voll's appointment served as principal accounting officer of RenovoRx) for a transitional period as well as Lilly Huang, who previously worked with Mr. Voll and who recently joined RenovoRx as Executive Director of Finance.

About RenovoCath

Based on its FDA clearance, RenovoCath® is intended for the isolation of blood flow and delivery of fluids, including diagnostic and/or therapeutic agents, to select sites in the peripheral vascular system. RenovoCath is also indicated for temporary vessel occlusion in applications including arteriography, preoperative occlusion, and chemotherapeutic drug infusion. For further information regarding our RenovoCath Instructions for Use ("IFU"), please see: [IFU-10004-Rev.-G-Universal-IFU.pdf](#).

About RenovoRx, Inc.

RenovoRx, Inc. (Nasdaq: RNXT) is a life sciences company developing innovative targeted oncology therapies and commercializing **RenovoCath**®, a novel, U.S. Food and Drug Administration (FDA)-cleared local drug-delivery device, targeting high unmet medical needs. RenovoRx's patented **Trans-Arterial Micro-Perfusion (TAMP™)** therapy platform is designed for targeted therapeutic delivery across the arterial wall near the tumor site to bathe the target tumor, while potentially minimizing a therapy's toxicities versus systemic intravenous therapy. RenovoRx's novel approach to targeted treatment offers the potential for increased safety, tolerance, and improved efficacy. The Company's mission is to transform the lives of cancer patients by providing innovative solutions to enable targeted delivery of diagnostic and therapeutic agents.

RenovoRx is in the early stages of actively commercializing the TAMP therapy platform and FDA-cleared RenovoCath as a stand-alone device. In December 2024, RenovoRx announced the receipt of its first commercial purchase orders for RenovoCath devices, and for the first nine months of 2025, approximately \$900,000 of revenues were generated from RenovoCath sales. Several customers have already initiated repeat orders in parallel to RenovoRx expanding the number of medical institutions initiating new RenovoCath orders, including several esteemed, high-volume National Cancer Institute-designated centers. To meet and satisfy the anticipated demand, RenovoRx will continue to actively explore further revenue-generating activity, either on its own or in tandem with a medical device commercial partner.

RenovoRx is also evaluating a novel drug-device combination oncology product candidate (intra-arterial gemcitabine delivered via RenovoCath, known as IAG) in the ongoing Phase III TIGeR-PaC trial. IAG is being evaluated by the Center for Drug Evaluation and Research (the drug division of the FDA) under a U.S. investigational new drug application that is regulated by the FDA's 21 CFR 312 pathway. IAG utilizes RenovoCath, the Company's patented, FDA-cleared drug-delivery device, indicated for temporary vessel occlusion in applications including arteriography, preoperative occlusion, and chemotherapeutic drug infusion.

The combination product candidate (IAG), which is enabled by the RenovoCath device, is currently under investigation and has not been approved for commercial sale. RenovoCath with gemcitabine received Orphan Drug Designation for pancreatic cancer and bile duct cancer, which provides seven years of market exclusivity upon new drug application approval by the FDA.

For more information, visit www.renovorx.com. Follow RenovoRx on [Facebook](#), [LinkedIn](#), and [X](#).

Cautionary Note Regarding Forward-Looking Statements

This press release and statements of the Company's management made in connection therewith contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934, including but not limited to statements regarding (i) our clinical trials and studies, (ii) the potential for our product candidates to treat or provide clinically meaningful outcomes for certain medical conditions or diseases, and (iii) our efforts to commercialize our RenovoCath and our TAMP technology. Statements that are not purely historical (including, without limitation, statements regarding the anticipated benefits to the Company of the appointment of Mr. Voll as Chief Financial Officer) are forward-looking statements. The forward-looking statements contained herein are based upon our current expectations and beliefs regarding future events, many of which, by their nature, are inherently uncertain, outside of our control, and involve assumptions that may never materialize or may prove to be incorrect. These may include estimates, projections, and statements relating to our research and development plans, intellectual property development, clinical trials, our therapy platform, business plans, financing plans, objectives, and expected operating results, which are based on current expectations and assumptions that are subject to known and unknown risks and uncertainties that may cause actual results to differ materially and adversely from those expressed or implied by

these forward-looking statements. These statements may be identified using words such as “may,” “expects,” “plans,” “aims,” “anticipates,” “believes,” “forecasts,” “estimates,” “intends,” and “potential,” or the negative of these terms or other comparable terminology regarding RenovoRx’s expectations strategy, plans, or intentions, although not all forward-looking statements contain these words. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, that could cause actual events to differ materially from those projected or indicated by such statements, including, among other things: (i) the risk that our exploration of commercial opportunities for our TAMP technology may not lead to viable, revenue generating operations; (ii) circumstances which would adversely impact our ability to efficiently utilize our cash resources on hand or raise additional funding-; (iii) the timing of the initiation, progress, and potential results (including the results of interim analyses) of our preclinical studies, clinical trials, and our research programs; (iv) the possibility that interim results may not be predictive of the outcome of our clinical trials, which may not demonstrate sufficient safety and efficacy to support regulatory approval of our product candidate-;(v) that the applicable regulatory authorities may disagree with our interpretation of the data-, research, and clinical development plans and timelines, and the regulatory process for our product candidates; (vi) future potential regulatory milestones for our product candidates, including those related to current and planned clinical studies; (vii) our ability to use and expand our therapy platform to build a pipeline of product candidates; (viii) our ability to advance product candidates into, and successfully complete, clinical trials; (ix) the timing or likelihood of regulatory filings and approvals; (x) our estimates of the number of patients who suffer from the diseases we are targeting and the number of patients that may enroll in our clinical trials; (xi) the commercialization potential of our product candidates, if approved; (xii) our ability and the potential to successfully manufacture and supply our product candidates for clinical trials and for commercial use, if approved; (xiii) future strategic arrangements and/or collaborations and the potential benefits of such arrangements; (xiv) our estimates regarding expenses, future revenue, capital requirements, and needs for additional financing and our ability to obtain additional capital; (xv) the sufficiency of our existing cash and cash equivalents to fund our future operating expenses and capital expenditure requirements; (xvi) our ability to retain the continued service of our key personnel and to identify, and hire and retain additional qualified personnel; (xvii) the implementation of our strategic plans for our business and product candidates; (xviii) the scope of protection we are able to establish and maintain for intellectual property rights, including our therapy platform, product candidates, and research programs; (xix) our ability to contract with third-party suppliers and manufacturers and their ability to perform adequately; (xx) the pricing, coverage, and reimbursement of our product candidates, if approved; and (xxi) developments relating to our competitors and our industry, including competing product candidates and therapies. Information regarding the foregoing and additional risks may be found in the section entitled “Risk Factors” in documents that we file from time to time with the Securities and Exchange Commission.

Forward-looking statements included herein are made as of the date hereof, and RenovoRx does not undertake any obligation to update publicly such forward-looking statements to reflect subsequent events or circumstances, except as required by law.

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