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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): March 26, 2019**

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**ALPINE IMMUNE SCIENCES, INC.**  
(Exact name of registrant as specified in its Charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-37449**  
(Commission  
File Number)

**20-8969493**  
(IRS Employer  
Identification No.)

**201 Elliott Avenue West, Suite 230  
Seattle, WA 98119**  
(Address of principal executive offices)

**Registrant's telephone number including area code: (206) 788-4545**

(Former name or former address, if changed since last report)

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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))

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.

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On March 26, 2019, the board of directors of Alpine Immune Sciences, Inc. (the “Company”) adopted the Executive Incentive Compensation Plan (the “Incentive Compensation Plan”). The Incentive Compensation Plan allows the Company to grant incentive awards, generally payable in cash, to employees selected by the administrator of the Incentive Compensation Plan, including the Company’s named executive officers, based upon performance goals established by the administrator.

Under the Incentive Compensation Plan, the administrator determines the performance goals applicable to any award, which goals may include, without limitation, goals related to research and development, regulatory milestones or regulatory-related goals, gross margin, financial milestones, new product or business development, operating margin, product release timelines or other product release milestones, publications, cash flow, procurement, savings, internal structure, leadership development, project, function or portfolio-specific milestones, license or research collaboration agreements, capital raising, patentability and individual objectives such as peer reviews or other subjective or objective criteria. The performance goals may differ from participant to participant and from award to award.

A committee appointed by the board of directors (which, until the board of directors determines otherwise, will be the compensation committee) administers the Incentive Compensation Plan. The administrator of the Incentive Compensation Plan may, in its sole discretion and at any time, increase, reduce or eliminate a participant’s actual award, and/or increase, reduce or eliminate the amount allocated to the bonus pool for a particular performance period. The actual award may be below, at or above a participant’s target award, in the discretion of the administrator. The administrator may determine the amount of any increase, reduction or elimination on the basis of such factors as it deems relevant, and it is not required to establish any allocation or weighting with respect to the factors it considers.

Actual awards generally will be paid in cash (or its equivalent) only after they are earned, and, unless otherwise determined by the administrator, to earn an actual award a participant must be employed by us through the date the actual award is paid. Payment of awards occurs as soon as practicable after they are earned, but no later than the dates set forth in the Incentive Compensation Plan.

The board of directors and the administrator have the authority to amend, suspend or terminate the Incentive Compensation Plan, provided such action does not impair the existing rights of any participant with respect to any earned awards.

The above description of the material terms of the Incentive Compensation Plan does not purport to be complete and is qualified in its entirety by reference to the Incentive Compensation Plan attached hereto as Exhibit 10.1 and incorporated herein by reference.

**Item 8.01 Other Events.**

Effective March 26, 2019, the board of directors, acting upon the recommendation of its nominating and corporate governance committee, approved certain changes to the composition of the committees of the board of directors. Specifically, Xiangmin Cui was appointed to the nominating and corporate governance committee replacing Paul Sekhri. Following these appointments, the membership on the three standing committees of the board of directors is as follows:

<u>Audit Committee</u>	<u>Compensation Committee</u>	<u>Nominating and Corporate Governance Committee</u>
Robert Conway (chair)	James Topper (chair)	Peter Thompson (chair)
Christopher Peetz	Paul Sekhri	Robert Conway
Paul Sekhri	Peter Thompson	Xiangmin Cui

On March 26, 2019, the board of directors, acting upon the recommendation of its compensation committee, also approved amendments to the Company’s non-employee director compensation guidelines. The amendments increased the annual retainer for board membership from \$35,000 to \$40,000 and increased the size of the stock option grant upon a director’s initial appointment to the board of directors from 7,650 to 15,000 shares.

The foregoing description of the amended non-employee director compensation guidelines is a summary of the material changes and does not purport to be complete and is qualified in its entirety by reference to the amended non-employee director compensation guidelines, a copy of which is filed herewith as Exhibit 10.2 and is incorporated herein by reference.

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

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Alpine Immune Sciences, Inc. Executive Incentive Compensation Plan</a>
10.2	<a href="#">Alpine Immune Sciences, Inc. Non-Employee Director Compensation Guidelines</a>

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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.

Date: April 1, 2019

**ALPINE IMMUNE SCIENCES, INC.**

By:           /s/ Paul Rickey          

Name: Paul Rickey

Title: Senior Vice President and Chief Financial Officer

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## ALPINE IMMUNE SCIENCES, INC.

## EXECUTIVE INCENTIVE COMPENSATION PLAN

1. Purposes of the Plan. The Plan is intended to increase stockholder value and the success of the Company by motivating Employees to (i) perform to the best of their abilities and (ii) achieve the Company's objectives.

2. Definitions.

(a) "Actual Award" means as to any Performance Period, the actual award (if any) payable to a Participant for the Performance Period, subject to the Committee's authority under Section 3(d) to modify the award.

(b) "Affiliate" means any corporation or other entity (including, but not limited to, partnerships and joint ventures) controlled by the Company.

(c) "Board" means the Board of Directors of the Company.

(d) "Bonus Pool" means the pool of funds available for distribution to Participants. Subject to the terms of the Plan, the Committee establishes the Bonus Pool (if any) for each Performance Period.

(e) "Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder will include such section or regulation, any valid regulation promulgated thereunder, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(f) "Committee" means the committee appointed by the Board (pursuant to Section 5) to administer the Plan. Unless and until the Board otherwise determines, the Board's Compensation Committee will administer the Plan and be considered the Committee for purposes of the Plan.

(g) "Company" means Alpine Immune Sciences, Inc., a Delaware corporation, or any successor thereto.

(h) "Disability" means a permanent and total disability determined in accordance with uniform and nondiscriminatory standards adopted by the Committee from time to time.

(i) "Employee" means any executive, officer, or key employee of the Company or of an Affiliate, whether such individual is so employed at the time the Plan is adopted or becomes so employed subsequent to the adoption of the Plan.

(j) "Fiscal Year" means the fiscal year of the Company.

(k) "Participant" means as to any Performance Period, an Employee who has been selected by the Committee for participation in the Plan for that Performance Period.

(l) "Performance Period" means the period of time for the measurement of the performance criteria that must be met to receive an Actual Award, as determined by the Committee in its sole discretion. A Performance Period may be divided into one or more shorter periods if, for example, but not by way of limitation, the Committee desires to measure some performance criteria over 12 months and other criteria over 3 months.

(m) "Plan" means this Executive Incentive Compensation Plan, as set forth in this instrument (including any appendix attached hereto) and as hereafter amended from time to time.

(n) "Target Award" means the target award, at 100% of target level performance achievement, payable under the Plan to a Participant for the Performance Period, as determined by the Committee in accordance with Section 3(b).

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### 3. Selection of Participants and Determination of Awards.

(a) Selection of Participants. The Committee, in its sole discretion, will select the Employees who will be Participants for any Performance Period. Participation in the Plan is in the sole discretion of the Committee, on a Performance Period by Performance Period basis. Accordingly, an Employee who is a Participant for a given Performance Period in no way is guaranteed or assured of being selected for participation in any subsequent Performance Period or Performance Periods.

(b) Determination of Target Awards. The Committee, in its sole discretion, will establish a Target Award for each Participant (which may be expressed as a percentage of a Participant's average annual base salary for the Performance Period or a fixed dollar amount or such other amount or based on such other formula as the Committee determines).

(c) Bonus Pool. Each Performance Period, the Committee, in its sole discretion, may establish a Bonus Pool, which pool may be established before, during or after the applicable Performance Period. Actual Awards will be paid from the Bonus Pool.

(d) Discretion to Modify Awards. Notwithstanding any contrary provision of the Plan, the Committee may, in its sole discretion and at any time, (i) increase, reduce or eliminate a Participant's Actual Award, and/or (ii) increase, reduce or eliminate the amount allocated to the Bonus Pool. The Actual Award may be below, at or above the Target Award, in the Committee's discretion. The Committee may determine the amount of any increase, reduction or elimination on the basis of such factors as it deems relevant, and will not be required to establish any allocation or weighting with respect to the factors it considers.

(e) Discretion to Determine Criteria. Notwithstanding any contrary provision of the Plan, the Committee, in its sole discretion, will determine the performance goals (if any) applicable to any Target Award (or portion thereof) which may include, without limitation: (i) research and development, (ii) regulatory milestones or regulatory-related goals, (iii) gross margin, (iv) financial milestones, (v) new product or business development, (vi) operating margin, (vii) product release timelines or other product release milestones, (ix) publications, (x) cash flow, (xi) procurement, (xii) savings, (xiii) internal structure, (xiv) leadership development, (xv) project, function or portfolio-specific milestones, (xvi) license or research collaboration agreements, (xvii) capital raising, (xviii) patentability and (xix) individual objectives such as peer reviews or other subjective or objective criteria. As determined by the Committee, the performance goals may be based on generally accepted accounting principles ("GAAP") or non-GAAP results and any actual results may be adjusted by the Committee for one-time items or unbudgeted or unexpected items and/or payments of Actual Awards under the Plan when determining whether the performance goals have been met. The goals may be on the basis of any factors the Committee determines relevant, and may be on an individual, divisional, business unit, segment or Company-wide basis. Any criteria used may be measured on such basis as the Committee determines, including but not limited to, as applicable, (A) in absolute terms, (B) in combination with another performance goal or goals (for example, but not by way of limitation, as a ratio or matrix), (C) in relative terms (including, but not limited to, results for other periods, passage of time and/or against another company or companies or an index or indices), (D) on a per-share basis, (E) against the performance of the Company as a whole or a segment of the Company and/or (F) on a pre-tax or after-tax basis. The performance goals may differ from Participant to Participant and from award to award. Failure to meet the goals will result in a failure to earn the Target Award, except as provided in Section 3(d). The Committee also may determine that a Target Award (or portion thereof) will not have a performance goal associated with it but instead will be granted (if at all) in the sole discretion of the Committee.

### 4. Payment of Awards.

(a) Right to Receive Payment. Each Actual Award will be paid solely from the general assets of the Company. Nothing in this Plan will be construed to create a trust or to establish or evidence any Participant's claim of any right other than as an unsecured general creditor with respect to any payment to which he or she may be entitled.

(b) Timing of Payment. Payment of each Actual Award shall be made as soon as practicable after the end of the Performance Period to which the Actual Award relates and after the Actual Award is approved by the

Committee, but in no event later than the later of (i) the 15th day of the third month of the Fiscal Year immediately following the Fiscal Year in which the Participant's Actual Award is first no longer subject to a substantial risk of forfeiture, and (ii) March 15 of the calendar year immediately following the calendar year in which the Participant's Actual Award is first no longer subject to a substantial risk of forfeiture. Unless otherwise determined by the Committee, to earn an Actual Award a Participant must be employed by the Company or any Affiliate on the date the Actual Award is paid.

It is the intent that this Plan be exempt from or comply with the requirements of Code Section 409A so that none of the payments to be provided hereunder will be subject to the additional tax imposed under Code Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment under this Plan is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

(c) Form of Payment. Each Actual Award generally will be paid in cash (or its equivalent) in a single lump sum. The Committee reserves the right, in its sole discretion, to settle an Actual Award with a grant of an equity award under the Company's then-current equity compensation plan, which equity award may have such terms and conditions, including vesting, as the Committee determines in its sole discretion.

(d) Payment in the Event of Death or Disability. If a Participant dies or is terminated due to his or her Disability prior to the payment of an Actual Award the Committee has determined will be paid for a prior Performance Period, the Actual Award will be paid to his or her estate or to the Participant, as the case may be, subject to the Committee's discretion to reduce or eliminate any Actual Award otherwise payable.

#### 5. Plan Administration.

(a) Committee is the Administrator. The Plan will be administered by the Committee. The Committee will consist of not less than 2 members of the Board. The members of the Committee will be appointed from time to time by, and serve at the pleasure of, the Board.

(b) Committee Authority. It will be the duty of the Committee to administer the Plan in accordance with the Plan's provisions. The Committee will have all powers and discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited to, the power to (i) determine which Employees will be granted awards, (ii) prescribe the terms and conditions of awards, (iii) interpret the Plan and the awards, (iv) adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees who are foreign nationals or employed outside of the United States, (v) adopt rules for the administration, interpretation and application of the Plan as are consistent therewith, and (vi) interpret, amend or revoke any such rules.

(c) Decisions Binding. All determinations and decisions made by the Committee, the Board, and/or any delegate of the Committee pursuant to the provisions of the Plan will be final, conclusive, and binding on all persons, and will be given the maximum deference permitted by law.

(d) Delegation by Committee. The Committee, in its sole discretion and on such terms and conditions as it may provide, may delegate all or part of its authority and powers under the Plan to one or more directors and/or officers of the Company.

(e) Indemnification. Each person who is or will have been a member of the Committee will be indemnified and held harmless by the Company against and from (i) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or any award, and (ii) from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit, or proceeding against him or her, provided he or she will give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification will not be exclusive of any other rights of indemnification to which such persons may be entitled

under the Company's Certificate of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any power that the Company may have to indemnify them or hold them harmless.

6. General Provisions.

(a) Tax Withholding. The Company (or the Affiliate employing the applicable Employee) will withhold all applicable taxes from any Actual Award, including any federal, state and local taxes (including, but not limited to, the Participant's FICA and SDI obligations).

(b) No Effect on Employment or Service. Nothing in the Plan will interfere with or limit in any way the right of the Company (or the Affiliate employing the applicable Employee) to terminate any Participant's employment or service at any time, with or without cause. For purposes of the Plan, transfer of employment of a Participant between the Company and any one of its Affiliates (or between Affiliates) will not be deemed a termination of employment. Employment with the Company and its Affiliates is on an at-will basis only. The Company expressly reserves the right, which may be exercised at any time and without regard to when during a Performance Period such exercise occurs, to terminate any individual's employment with or without cause, and to treat him or her without regard to the effect that such treatment might have upon him or her as a Participant.

(c) Participation. No Employee will have the right to be selected to receive an award under this Plan, or, having been so selected, to be selected to receive a future award.

(d) Successors. All obligations of the Company under the Plan, with respect to awards granted hereunder, will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business or assets of the Company.

(e) Nontransferability of Awards. No award granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will, by the laws of descent and distribution. All rights with respect to an award granted to a Participant will be available during his or her lifetime only to the Participant.

7. Amendment, Termination, and Duration.

(a) Amendment, Suspension, or Termination. The Board or the Committee, in its sole discretion, may amend or terminate the Plan, or any part thereof, at any time and for any reason. The amendment, suspension or termination of the Plan will not, without the consent of the Participant, alter or impair any rights or obligations under any Actual Award theretofore earned by such Participant. No award may be granted during any period of suspension or after termination of the Plan.

(b) Duration of Plan. The Plan will commence on the date first adopted by the Board or the Committee, and subject to Section 7(a) (regarding the Board's and/or the Committee's right to amend or terminate the Plan), will remain in effect thereafter until terminated.

8. Legal Construction.

(a) Gender and Number. Except where otherwise indicated by the context, any masculine term used herein also will include the feminine and any feminine term used herein also will include the masculine; the plural will include the singular and the singular will include the plural.

(b) Severability. In the event any provision of the Plan will be held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provision had not been included.

(c) Requirements of Law. The granting of awards under the Plan will be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(d) Governing Law. The Plan and all awards will be construed in accordance with and governed by the laws of the State of Washington, but without regard to its conflict of law provisions.

(e) Bonus Plan. The Plan is intended to be a “bonus program” as defined under U.S. Department of Labor regulation 2510.3-2(c) and will be construed and administered in accordance with such intention.

(f) Captions. Captions are provided herein for convenience only, and will not serve as a basis for interpretation or construction of the Plan.

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**Alpine Immune Sciences, Inc.**

**Non-Employee Director Compensation Guidelines**

**As of March 2019**

The purpose of these Non-Employee Director Compensation Guidelines (the “*Guidelines*”) of Alpine Immune Sciences, Inc., a Delaware corporation the (the “*Company*”), is to provide a total compensation package that enables the Company to attract, retain and reward, on a long-term basis, directors who are not employees or officers of the Company or its subsidiaries (“*Outside Directors*”) to serve on the Company’s Board of Directors (the “*Board*”). A Board member who is also an officer or employee of the Company will not receive any Annual Cash Retainers or Equity Retainers for his or her service on the Board. In furtherance of the purpose stated above, all Outside Directors shall be paid compensation for services provided to the Company as set forth below:

**I. Annual Cash Retainers**

A. <u>Annual Retainer for Board Membership</u> : for general availability and participation in meetings and conference calls of our Board of Directors	\$	40,000
B. <u>Additional Retainer for Board Chairman</u> :	\$	25,000
C. <u>Additional Retainers for Committee Membership</u> :		
Audit Committee Chairperson:	\$	15,000
Audit Committee member:	\$	7,500
Compensation Committee Chairperson:	\$	10,000
Compensation Committee member:	\$	5,000
Nominating and Corporate Governance Committee Chairperson:	\$	7,500
Nominating and Corporate Governance Committee member:	\$	3,750

Annual Cash Retainers are paid quarterly in arrears. Any Outside Director that is appointed mid-fiscal year will receive his or her Annual Cash Retainer on a pro-rated basis.

**II. Equity Retainers**

All grants of equity retainer awards to Outside Directors pursuant to these Guidelines will be automatic and nondiscretionary and will be made in accordance with the following provisions:

A. Granting of Awards.

1. *Initial Award*. Each individual who is first elected or appointed as an Outside Director shall automatically be granted, on the date of such initial election or appointment, a nonqualified stock option (the “*Option*”) to purchase 15,000 shares of the Company’s common stock (the “*Initial Option*”), pursuant to the equity plan in effect at the time of grant (the “*Plan*”).

2. *Annual Award*. On the first trading day in January of each year, each Outside Director who is continuing to serve as such shall automatically be granted an Option to purchase 7,650 shares of the Company’s common stock (the “*Annual Option*”), pursuant to the Plan. There shall be no limit on the number of Annual Options that an Outside Director may receive over his or her period of Board service.

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3. *Award Agreement.* Each Option granted pursuant to these shall be evidenced by an agreement between the Outside Director and the Company in such form as the Board, the Committee or their respective authorized designee shall determine, which complies with the terms specified in these Guidelines (the “*Option Agreement*”).

4. *Exercise Price.* The exercise price per share of each Option shall be equal to one hundred percent (100%) of the Fair Market Value, as defined in the Plan, per share of the Company’s common stock on the grant date of the Option (the “*Grant Date*”).

5. *Option Term.* Each Option shall have a term of ten (10) years measured from the Grant Date.

6. *Vesting.* Subject to the other provisions of these Guidelines, the Plan and the Option Agreement:

(a) *Initial Options.* The shares subject to each Initial Option shall vest one thirty-sixth on each one-month anniversary of the Grant Date, such that the Option will be fully vested on the three-year anniversary of the Grant Date.

(b) *Annual Options.* The shares subject to each Annual Option shall vest one twelfth on each one-month anniversary of the Grant Date, such that the Option will be fully vested on the one-year anniversary of the Grant Date.

7. *Effect of Cessation of Board Service.* The following provisions shall govern the exercise of any Option held by an Outside Director at the time he or she ceases to serve as a Board member (the “*Optionee*”):

(a) The Optionee shall have a three-month period following the date of such cessation of Board service (the “*Termination Date*”) in which to exercise any vested but unexercised portion of the Option if Optionee’s service terminates for any reason other than death, disability or cause. If Optionee’s service terminates for cause, the Option will expire on the Termination Date. If Optionee’s service terminates due to death or disability, the Optionee (or, in the event of the Optionee’s death, the personal representative of the Optionee’s estate or the person or persons to whom the Option is transferred pursuant to the Optionee’s will or in accordance with the laws of descent and distribution) shall have a six-month period following the Termination Date in which to exercise any vested but unexercised portion of the Option.

(b) The unvested portion of the Option shall be cancelled as of the Termination Date. During the post-Termination Date exercise period, if any, the Option may not be exercised for more than the number of shares of common stock in which the Optionee is vested at the time of his or her Termination Date.

(c) In no event shall the Option remain exercisable after the expiration of the Option’s term.

B. Approval of Grants. The Board’s approval of these Guidelines shall constitute pre-approval of each Option granted under these Guidelines, and the subsequent exercise of such Option in accordance with the terms and conditions of these Guidelines, the Plan and the Option Agreement.

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C. Corporate Transaction or Change in Control. In the event of a Corporate Transaction or Change in Control, as defined in the Plan, awards granted to Outside Directors pursuant to these Guidelines will be fully vested and exercisable immediately prior to the consummation of such Corporate Transaction or Change in Control.

D. Revisions. The Board in its discretion may change and otherwise revise the terms of awards to be granted under these Guidelines, including, without limitation, the number of shares subject thereto, for awards of the same or different type granted on or after the date the Compensation Committee of the Board (the “*Compensation Committee*”) makes a recommendation of any such change or revision.

All equity grants under these Guidelines will be made automatically in accordance with the terms of these Guidelines, the Plan and the Option Agreement, without the need for any additional corporate action by the Board or the Compensation Committee.

### **III. Expenses**

The Company will reimburse all reasonable out-of-pocket expenses incurred by Outside Directors in the performance as their duties as members of the Board, in accordance with the Company’s policy governing reimbursement of business expenses as in effect from time to time.