

**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**

**March 1, 2021
Date of Report (date of earliest event reported)**

Corcept Therapeutics Incorporated
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

000-50679
(Commission
File Number)

77-0487658
(I.R.S. Employer
Identification No.)

149 Commonwealth Drive, Menlo Park, CA 94025
(Address of Principal Executive Offices) (Zip Code)

(650) 327-3270
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 (see General Instruction 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, \$0.001 par value	CORT	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 or Rule 12b-2 of the Securities Exchange Act of 1934.

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 March 1, 2021, Corcept Therapeutics Incorporated (the “Company”) announced the appointment of Atabak Mokari as its Chief Financial Officer and Charles Robb as Chief Business Officer, both effective as of March 1, 2021.

Mr. Mokari, age 44, has nearly 20 years’ experience in life sciences and healthcare finance. From December 2018 to November 2020, Mr. Mokari was Chief Financial Officer at Bellicum Pharmaceuticals, Inc., a biopharmaceutical company. Mr. Mokari served as Chief Financial Officer and Vice President Corporate Development from July 2016 to December 2018 at medical device manufacturer IRIDEX Corporation. Mr. Mokari was a director in Wells Fargo Securities LLC’s healthcare investment banking group from September 2013 to July 2016, worked in UBS’s healthcare investment banking group from September 2009 to August 2013 and in Credit Suisse’s healthcare investment banking group from July 2005 to March 2009. Prior to that, Mr. Mokari was a member of the business development team at Forest Laboratories, a pharmaceutical company, and an analyst at the private equity firm Olympus Partners and the investment banking firm Bowles Hollowell Conner & Co. Mr. Mokari earned an MBA from The Tuck School of Business at Dartmouth and a B.S. in Chemistry and Biology from Duke University.

Pursuant to an offer letter dated December 21, 2020 (the “Offer Letter”), Mr. Mokari will receive an annual base salary of \$468,000 with an annual target bonus of 45% of base salary, payable in accordance with the Company’s customary payroll practices. Mr. Mokari was granted an option to purchase 400,000 shares of the Company’s common stock (the “Mokari Option Award”) effective as of March 1, 2021 with a per share exercise price equal to the price of the Company’s common stock at the close of trading on March 1, 2021. The Mokari Option Award will vest and become exercisable on March 1, 2022 as to 25% of the shares underlying the Mokari Option Award, with the remaining shares vesting and becoming exercisable ratably on a monthly basis over a period of 36 months thereafter, such that the Mokari Option Award would be fully vested and exercisable on the fourth anniversary of March 1, 2021, subject to Mr. Mokari’s continued service to the Company through each vesting date. The foregoing description is qualified in its entirety by reference to the Offer Letter, a copy of which is filed as Exhibit 10.1 hereto.

In connection with his appointment as Chief Financial Officer, Mr. Mokari and the Company have entered into a severance and change in control agreement dated March 1, 2021 (the “Severance and Change in Control Agreement”), which provides that, if employment is terminated without cause or for good reason regardless of whether it is in connection with a change in control, Mr. Mokari will continue to receive, for 12 months, his base salary and continued health insurance coverage. The Severance and Change in Control Agreement further provides for full vesting of Mr. Mokari’s outstanding equity awards in the event the termination occurs, with or without cause, within 18 months following a change in control. The foregoing description is qualified in its entirety by reference to the Severance and Change in Control Agreement, a copy of which is filed as Exhibit 10.2 hereto.

Also in connection with his appointment as Chief Financial Officer, Mr. Mokari and the Company have entered into Company’s standard form of indemnification agreement for officers and directors. The indemnification agreement requires the Company to indemnify Mr. Mokari against certain liabilities which may arise by reason of his service to the Company, or, at its request, another enterprise, to the fullest extent permitted by law. The foregoing description is qualified in its entirety by reference to the form of indemnification agreement, which was filed as Exhibit 10.7 to the Company’s Quarterly Report on Form 10-Q filed on November 14, 2007.

Charles Robb, age 58, previously served as our Chief Financial Officer from September 2011 until March 2021, and has served as our Secretary since January 2014. From 2005 to 2011, Mr. Robb served as the Senior Vice President of Operations, Administration and Finance of Fitness Anywhere, Inc., a private fitness equipment and training company with operations in the United States, Europe and Asia. From 2003 to 2005, Mr. Robb was engaged in the private practice of law. From 2000 to 2002, he was Senior Vice President of Citadon, Inc. He also held positions in business development for Nomura Asset Capital Corporation from 1998 to 1999 and in sales and marketing for Legal Research Network, Inc. from 1996 to 1998. From 1992 to 1996, Mr. Robb practiced law at Howard, Rice, Nemerovski, Canady, Falk & Rabkin. Mr. Robb earned a B.A. in English and Political Philosophy from Yale and a J.D. from Harvard Law School.

In connection with his appointment as Chief Business Officer, Mr. Robb was granted an option to purchase 40,000 shares of the Company’s common stock (the “Robb Option Award”) effective as of March 1, 2021 with a per share exercise price equal to the price of the Company’s common stock at the close of trading on March 1, 2021. The Robb Option Award will vest and become exercisable on a monthly basis over a period of 48 months following March 1, 2021, such that the Robb Option Award would be fully vested and exercisable on the fourth anniversary of March 1, 2021, subject to Mr. Robb’s continued service to the Company through each vesting date.

Item 7.01 Regulation FD Disclosure.

On March 1, 2021, the Company issued a press release in connection with the announcement of the appointments of Mr. Mokari and Mr. Robb. The press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information in this Item 7.01 and the information contained in the press release attached as Exhibit 99.1 shall not be deemed filed for purposes of Section 18 of the Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section or Sections 11 and 12(a)(2) of the Securities Act of 1933, as amended. The information in this Item 7.01 and the information contained in the press release attached as Exhibit 99.1 is not incorporated by reference into any filing with the U.S. Securities and Exchange Commission made by the Company, whether made before or after the date hereof, regardless of any general incorporation language in the filing unless specifically stated so therein.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits**

<u>Exhibits No.</u>	<u>Description</u>
10.1	Employment Offer Letter to Atabak Mokari, dated December 21, 2020
10.2	Severance and Change in Control Agreement by and between Corcept Therapeutics Incorporated and Atabak Mokari, dated March 1, 2021
99.1	Press Release of Corcept Therapeutics Incorporated, dated March 1, 2021
104.1	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

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.

CORCEPT THERAPEUTICS INCORPORATED

Date: March 1, 2021

By: /s/ Charles Robb
Name: Charles Robb
Title: Chief Business Officer



Atabak Mokari

December 21, 2020

Re: Offer of Employment at Corcept Therapeutics Incorporated

Dear Atabak:

We are very pleased to invite you to join Corcept Therapeutics Incorporated (the "Company") in the role of Chief Financial Officer, contingent upon the satisfactory completion of a background check.

Duties and Responsibilities. Your initial assignment will be as Chief Financial Officer reporting to Joseph K. Belanoff, M.D., Chief Executive Officer. This offer is for a full-time position with a start date of March 1, 2021.

Salary. Your initial annual base salary will be \$468,000 for full-time employment, payable in accordance with the Company's customary payroll practice. Salary is subject to periodic review and adjustment by the Company's management.

Bonus. You will be eligible for an at-risk, target bonus of 45% of your base salary, payable in accordance with the Company's customary payroll practices.

Stock Options. The executive management of the Company will recommend that the Board of Directors grant you a stock option to purchase 400,000 shares of the Company's Common Stock under the terms of the Company's 2012 Incentive Award Plan. We will endeavor to have our Board of Directors approve the grant of the award with the following terms: The exercise price for this option will be equal to the closing price of the Company's stock on the day you begin working at Corcept, if that day is also the first business day of the month. If your first day at Corcept does not fall on the first business day of the month, the exercise price will be equal to closing price of Corcept's stock on the first business day of the following month.

Following your formal written acceptance of the stock option award, the option will vest according to the following schedule: 25% of the option shares after one year of continuous full-time employment; and an additional 1/48th of the option shares each succeeding month of full-time employment during the term of the option.

If at any time in the future your employment status changes from full-time to part-time, there may be a proportionate reduction of the option shares that have not yet vested at the time of such change in status.

149 Commonwealth Drive. Menlo Park, CA 94025 .Tel 650.327.3270 .Fax 650.327.3218



Medical, Dental and Insurance Benefits. You will be eligible to receive the Company's standard employee benefits package. Enclosed is a summary sheet outlining the Company's current benefit plans. For more specific information regarding our current benefit plans please contact Michael Christensen, Director of Human Resources by calling him at 408-836-9952.

Vacation and Holidays. You will be entitled to take all paid holidays under the Company's then-current schedule. In addition, it is expected that you will take an appropriate amount of paid vacation, commensurate with your seniority and your job responsibilities.

Location. As a general rule, you will work at the Company's principal offices in Menlo Park. Your position may also require travel to other locations as may be necessary to fulfill your responsibilities. The Company will reimburse your reasonable and necessary travel expenses under its standard travel reimbursement policy.

Confidential Information; Employee Confidential Information and Inventions Agreement. To enable the Company to safeguard its proprietary and confidential information, it is a condition of employment that you agree to sign the Company's standard form of "Employee Confidential Information and Inventions Agreement." A copy of this agreement is enclosed. Please review, sign and return to us on your first day of employment. We understand that you may have signed similar agreements with prior employers and wish to impress upon you that Corcept does not want to receive the confidential or proprietary information of others. We will support you in respecting your lawful obligations to prior employers. If you have any questions about this, do not hesitate to ask.

At-Will Employment. While we look forward to a long and mutually beneficial relationship, should you decide to accept our offer you will be an "at-will" employee of the Company. This means that either you or the Company may terminate the employment relationship with or without cause at any time. Participation in any stock option, benefit or incentive program does not assure continuing employment for any particular period of time.

Severance Agreement and Indemnification. Pursuant to separate agreements, you will receive customary payments and other benefits in the event of your voluntary or involuntary termination as well as customary indemnification protections.

Authorization to Work. Federal government regulations require that all prospective employees present documentation of their identity and demonstrate that they are authorized to work in the United States. Enclosed is the federal Form I-9 you must complete to satisfy this requirement. Please bring with you to Corcept on your start date the proof of identity / work status required by Form I-9.

Complete Offer and Agreement. This letter contains our complete understanding of the terms of your employment by the Company. We have with you no other, different or prior agreements or understandings on this or related subjects. Changes to the terms of your employment can be made only in a writing signed by you and an authorized executive of the Company.

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Start Date; Acceptance of Offer. We hope that you will accept this offer and begin your full- time employment with Corcept Therapeutics on March 1, 2021. If our offer is acceptable to you, please sign this letter in the space indicated below and return to Michael Christensen, Director, Human Resources at mchristensen@corcept.com acknowledging the same. If you have any questions, please feel free to call me.

As you know, we are impressed by your accomplishments and potential, and are excited to have you join the Corcept team. I look forward to your early acceptance of this offer, and to your contributions to the growth and success of Corcept Therapeutics Incorporated.

Very truly yours,

/s/ Charlie Robb

Charlie Robb
Chief Financial Officer & Chief Compliance Officer

I accept the offer of employment by Corcept Therapeutics Incorporated on the terms described in this letter.

Signature: /s/ Atabak Mokari

Date: 12/22/2020

My start date will be: March 1, 2021

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SEVERANCE AND CHANGE IN CONTROL AGREEMENT

THIS SEVERANCE AND CHANGE IN CONTROL AGREEMENT (“Agreement”) dated as of March 1, 2021 (the “Effective Date”) is entered into by and between Atabak Mokari, Chief Financial Officer (“CFO”) and Corcept Therapeutics Incorporated, a Delaware corporation (the “Company”).

WITNESSETH:

WHEREAS, CFO is a senior executive of the Company and is expected to continue to make major contributions to the short and long term profitability, growth and financial strength of the Company;

WHEREAS, the Company recognizes that, as is the case for most publicly held companies, the possibility of a Change in Control (as defined below) exists;

WHEREAS, the Company desires to assure itself of both present and future continuity of management;

WHEREAS, the Company wishes to ensure that CFO is not practically disabled from discharging his duties in respect of a proposed or actual transaction involving a Change in Control; and

WHEREAS, the Company desires to provide additional inducement for CFO to continue to remain in the employ of the Company.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and CFO agree as follows:

1. Certain Defined Terms. In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

(a) “Board” shall mean the Board of Directors of the Company.

(b) “Cause” shall mean (i) CFO’s gross negligence or willful misconduct in the performance of his duties to the Company where such gross negligence or willful misconduct has resulted or is likely to result in material damage to the Company or its subsidiaries; (ii) CFO’s willful and habitual neglect of his or her duties of consulting or employment; (iii) CFO’s commission of any act of fraud with respect to the Company; (iv) CFO’s conviction of or plea of guilty or *nolo contendere* to felony criminal conduct or any crime involving moral turpitude; or (v) CFO’s violation of any noncompetition or confidentiality agreement that CFO has entered into with the Company.

(c) The term “Change in Control” shall mean: (i) the liquidation, dissolution or winding up of the Company; (ii) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization in which the Company’s stockholders immediately prior to such transaction do not hold more than fifty percent (50%) of the voting power of the surviving or acquiring entity (or its parent) immediately following such transaction (taking into account only voting power resulting from stock held by such stockholders prior to such transaction); (iii) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company’s voting power outstanding before such transaction is transferred or (iv) a sale, conveyance or other disposition of all or substantially all of the assets of the Company (including without limitation a license of all or substantially all of the Company’s intellectual property that is either exclusive or otherwise structured in a manner that constitutes a license of all or substantially all of the assets of the Company); *provided* that a Change in Control shall not include (A) a merger or consolidation with a wholly-owned subsidiary of the Company, (B) a merger effected exclusively for the purpose of changing the domicile of the Company or (C) any transaction or series of related transactions principally for bona fide equity financing purposes.

(d) “Good Reason” shall mean any of the following events which CFO provides written notice to the Company of within 90 days of such event having occurred and which is not cured by the Company within 30 days after such written notice thereof is provided to the Company by CFO: (i) any reduction of CFO’s base salary or target annual bonus; (ii) any involuntary relocation of CFO’s principal workplace to a location more than 35 miles in any direction from CFO’s current principal workplace, (iii) a substantial and material adverse change, without CFO’s written consent, in CFO’s title, authority, responsibility or duties; or (iv) any material breach by the Company of any provision of this Agreement or any other employment agreement, after written notice delivered to the Company of such breach and the Company’s failure to cure such breach; *provided, however*, in the context of a Change in Control,

CFO shall not have Good Reason to resign in connection with a reorganization of the Company in which the executive would retain substantially similar title, authority, duties, base pay and bonus but might have greater or lesser reporting responsibilities. In order to constitute a termination of employment for Good Reason, CFO's employment must be terminated no later than 180 days following the initial occurrence of any events set forth above.

2. Terminations Without Cause or for Good Reason. If CFO's employment shall terminate involuntarily without Cause or for Good Reason, the Company shall provide CFO with severance payments and benefits pursuant to this Section 2.

(a) Terminations Not in Connection with a Change in Control. If CFO's employment shall terminate involuntarily without Cause or for Good Reason, prior to a Change in Control or more than eighteen (18) months following a Change in Control, the Company shall provide CFO with the following severance payments and benefits in lieu of any severance benefits to which the CFO may otherwise be entitled to under any severance plan or program maintained by the Company:

(i) Severance Payments: Pay to CFO an amount equal to twelve (12) months then current base salary, payable in substantially equal installments in accordance with the Company's customary payroll practices and procedures. The continuation of your base salary shall be paid beginning on the sixtieth (60th) day following the date of termination, all payments deferred pursuant to this sentence shall be paid in a lump sum to CFO and any remaining payments due under this paragraph shall be paid as otherwise provided herein.

(ii) Continued Benefits. If CFO elects to continue his health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") following such termination, then the Company shall pay CFO's monthly COBRA premium for continued health insurance coverage for CFO and CFO's eligible dependents until the earlier of (i) twelve (12) months following the termination date, or (ii) the date upon which CFO and his eligible dependents become eligible for comparable coverage under a group health insurance plan maintained by subsequent employer.

(b) Terminations in Connection with a Change in Control. If CFO's employment shall terminate involuntarily without Cause or for Good Reason, within eighteen (18) months following a Change in Control, the Company shall provide CFO with the following severance payments and benefits in lieu of any severance benefits to which the CFO may otherwise be entitled to under any severance plan or program maintained by the Company:

(i) Severance Payments: Pay to CFO an amount equal to twelve (12) months then current base salary, payable in a lump sum on the sixtieth (60th) day following the termination of employment.

(ii) Continued Benefits. If CFO elects to continue his health insurance coverage under COBRA following such termination, then the Company shall pay CFO's monthly COBRA premium for continued health insurance coverage for CFO and CFO's eligible dependents until the earlier of (i) twelve (12) months following the termination date, or (ii) the date upon which CFO and his eligible dependents become eligible for comparable coverage under a group health insurance plan maintained by subsequent employer.

(iii) Equity Awards. Notwithstanding any provision to the contrary in any equity award agreement or equity compensation plan, the Company shall cause all outstanding equity awards then held by CFO (including, without limitation, stock options, stock appreciation rights, phantom shares, restricted stock or similar awards) to become fully vested and, if applicable, exercisable with respect to all the shares subject thereto effective immediately prior to the date of termination. In all other respects, such awards will continue to be subject to the terms and conditions of the plans, if any, under which they were granted and any applicable agreements between the Company and CFO.

(c) Notwithstanding anything to the contrary in this Section 2, in the event that the Company, or its successor, requests CFO to continue to serve in the same position following a Change in Control for a six (6)-month (or shorter) transition period ("Transition Period"), CFO shall not have Good Reason to resign pursuant to Section 1(d)(iii) during such Transition Period regardless if CFO's title, authority, responsibility or duties have been materially reduced; provided that during such Transition Period CFO continues to be paid the same salary and be provided with the same bonus opportunity, if any, as in effect immediately prior to such Change in Control and CFO's principal workplace is not relocated more than 35 miles from its location immediately prior to such Change in Control. Following the Transition Period, CFO may resign for Good Reason pursuant to Section 1(d)(iii) and be entitled to the benefits set forth in Section 2(b).

3. Conditions to Receipt of Severance.

(a) Separation Agreement and Release of Claims. The receipt of any severance pursuant to Section 2 will be subject to CFO signing and not revoking a separation agreement and release of claims in a form reasonably acceptable to the Company within sixty (60) days following CFO's termination of employment. No severance pursuant to Section 2 will be paid or provided until the separation agreement and release of claims becomes effective.

(b) Section 409A. Notwithstanding anything contained in this Agreement to the contrary, to the maximum extent permitted by applicable law, amounts payable to CFO pursuant to Section 2 shall be made in reliance upon Treas. Reg. Section 1.409A-1(b)(9) (Separation Pay Plans) or Treas. Reg. Section 1.409A-1(b)(4) (Short-Term Deferrals). For this purpose each installment or monthly payment to which CFO is entitled under Section 2 shall be considered a separate and distinct payment. In addition, (i) no amount deemed deferred compensation subject to Section 409A shall be payable pursuant to Section 2 unless the CFO's termination of employment constitutes a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1(h) and (ii) if the CFO is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the termination benefits to which CFO is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of CFO's termination benefits shall not be provided to CFO prior to the earlier of (A) the expiration of the six- month period measured from the date of the CFO's "separation from service" with the Company (as such term is defined in the Treasury Regulations issued under Section 409A of the Code) or (B) the date of CFO's death. Upon the earlier of such dates, all payments deferred pursuant to this Section 3(b) shall be paid in a lump sum to CFO, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether CFO is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treas. Reg. Section 1.409A-1(i) and any successor provision thereto). The reimbursement of any expense under this Agreement shall be made no later than December 31 of the year following the year in which the expense was incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year.

4. Successors and Binding Agreement.

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise, including, without limitation, any successor due to a Change in Control) to the business or assets of the Company, by agreement in form and substance reasonably satisfactory to CFO, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including, without limitation, any persons directly or indirectly acquiring the business or assets of the Company in a transaction constituting a Change in Control (and such successor shall thereafter be deemed the "Company" for the purpose of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by CFO's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither of the parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 4(a) and 4(b). Without limiting the generality or effect of the foregoing, CFO's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise, other than by a transfer by CFO's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 4(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

5. Amendment or Termination of Agreement. This Agreement may be changed or terminated only upon the mutual written consent of the Company and CFO. The written consent of the Company to a change or termination of this Agreement must be signed by an executive officer of the Company after such change or termination has been approved by the Board.

6. Notices. For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder will be in writing and will be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof orally confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service such as FedEx, UPS, or DHL, addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to CFO at his principal residence, or to such other address as any party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

7. Validity. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances will not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

8. Governing Law; Jurisdiction. The laws of the state of California shall govern the interpretation, validity and performance of the terms of this Agreement, regardless of the law that might be applied under principles of conflicts of law. Any suit, action or proceeding against CFO, with respect to this Agreement, or any judgment entered by any court in respect of any of such, may be brought in any court of competent jurisdiction in the State of California, and CFO hereby submits to the jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment.

9. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by CFO and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements of the parties with respect to such subject matter. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. References to Sections are to references to Sections of this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

11. Interpretation. The parties acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and the parties agree to use their best efforts to achieve timely compliance with, Section 409A of the Code, and the Department of Treasury Regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder would otherwise be taxable to CFO under Section 409A, the Company may adopt such limited amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company reasonably determines are necessary or appropriate to comply with the requirements of Section 409A and thereby avoid the application of taxes under such Section.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

CORCEPT THERAPEUTICS INCORPORATED

/s/ Joseph K. Belanoff, M.D.

Joseph K. Belanoff, M.D., Chief Executive Officer

/s/ Atabak Mokari

Atabak Mokari Chief Financial Officer

**CONTACT:**

Christopher S. James, MD
Director, Investor Relations
Corcept Therapeutics
650-684-8725
cjames@corcept.com
www.corcept.com

**CORCEPT THERAPEUTICS EXPANDS EXECUTIVE TEAM; ATABAK MOKARI JOINS
AS CHIEF FINANCIAL OFFICER; CHARLES ROBB NAMED CHIEF BUSINESS OFFICER**

MENLO PARK, Calif. (March 1, 2021) - Corcept Therapeutics Incorporated (NASDAQ: CORT), a commercial-stage company engaged in the discovery and development of drugs to treat severe metabolic, oncologic and psychiatric disorders by modulating the effects of the hormone cortisol, today announced that Atabak Mokari has joined the company as Chief Financial Officer. Charles Robb, who has been Corcept's CFO since September 2011, has assumed the role of Chief Business Officer.

"Atabak's talent and broad experience make him a welcome addition to our executive team," said Joseph K. Belanoff, MD, Corcept's Chief Executive Officer. "Further, his arrival will allow Charlie to focus on the significant administrative and operational tasks we will face in 2021 and beyond."

Atabak Mokari has nearly 20 years leadership experience in life sciences and healthcare finance. From 2018 to 2020, he was Chief Financial Officer and Vice President of Corporate Development at Bellicum Pharmaceuticals, Inc. He served in the same capacity from 2016 to 2018 at medical device manufacturer IRIDEX. Mr. Mokari was a director at Wells Fargo Securities LLC's healthcare investment banking group from 2013 to 2016, at UBS's healthcare investment banking group from 2009 to 2013 and at Credit Suisse's healthcare investment banking group from 2005 to 2009. Prior to that, he was a member of the business development team at Forest Laboratories, a pharmaceutical company, and an analyst at the private equity firm Olympus Partners and the investment banking firm Bowles Hollowell Conner & Co. Mr. Mokari earned an MBA from The Tuck School of Business at Dartmouth and a B.S. in Chemistry and Biology from Duke University.

About Corcept Therapeutics

Corcept is a commercial-stage company engaged in the discovery and development of drugs to treat severe metabolic, oncologic and psychiatric disorders by modulating the effects of the hormone cortisol. Korlym® was the first drug approved by the U.S. Food and Drug Administration for patients with Cushing's syndrome. Corcept has discovered a large portfolio of proprietary compounds that selectively modulate the effects of cortisol. The company owns extensive United States and foreign intellectual property covering the composition of its selective cortisol modulators and the use of cortisol modulators to treat a variety of serious disorders.