
**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): **November 21, 2025**

TONIX PHARMACEUTICALS HOLDING CORP.

(Exact name of registrant as specified in its charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

001-36019
(Commission
File Number)

26-1434750
(IRS Employer
Identification No.)

26 Main Street, Chatham, New Jersey, 07928
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(862) 799-8599**

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	TNXP	The 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 1.01. Entry into a Material Definitive Agreement.

On November 21, 2025, Tonix Pharmaceuticals Holding Corp. (the “Company”) amended its Sales Agreement with A.G.P./Alliance Global Partners, dated as of June 11, 2025 (as amended, the “Sales Agreement”), to allow for an increase to the maximum aggregate offering price of shares issuable under the Sales Agreement (the “Amendment”).

The foregoing summary of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached as Exhibit 1.01 to this Current Report on Form 8-K and incorporated by reference into this Item 1.01.

Item 8.01. Other Events.

The Company increased the maximum aggregate offering price of the shares issuable under the Sales Agreement from \$150,000,000 to \$400,000,000. A copy of the legal opinion as to the legality of the shares issuable under the Sales Agreement is filed as Exhibit 5.01 attached hereto.

Item 9.01 Financial Statements and Exhibits.

(d)	Exhibit	
	No.	Description.
	1.01	Amendment No. 1 to Sales Agreement, dated November 21, 2025
	5.01	Opinion of Brownstein Hyatt Farber Schreck, LLP
	23.01	Consent of Brownstein Hyatt Farber Schreck, LLP (included in Exhibit 5.01)
	104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirement of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TONIX PHARMACEUTICALS HOLDING CORP.

Date: November 21, 2025

By: /s/ Bradley Saenger
Bradley Saenger
Chief Financial Officer

TONIX PHARMACEUTICALS HOLDING CORP.

AMENDMENT NO. 1 TO SALES AGREEMENT

November 21, 2025

This Amendment No. 1 ("Amendment No. 1") amends that certain Sales Agreement, dated as of June 11, 2025 (the "Agreement"), by and between Tonix Pharmaceuticals Holding Corp., a Nevada corporation (the "Company"), and A.G.P./Alliance Global Partners, as sales agent (the "Agent"). Defined terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Agreement.

WITNESSETH THAT:

WHEREAS, Section 15 of the Agreement permits the Company and the Agent to amend the Agreement; and

WHEREAS, the Company and the Agent now desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Agent agree as follows:

1. The first paragraph of Section 1 of the Agreement is amended and restated in its entirety as set forth below:

"The Company agrees that, from time to time during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell to or through A.G.P./Alliance Global Partners, acting as agent and/or principal (the "Sales Agent"), shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), subject to the limitations set forth in Section 3(b) hereof. The issuance and sale of shares of Common Stock to or through the Sales Agent will be effected pursuant to the Registration Statement (as defined below) filed by the Company and which was declared effective under the Securities Act (as defined below) by the U.S. Securities and Exchange Commission (the "Commission")."

2. References to the "Registration Statement" in the Agreement shall collectively refer to the shelf registration statements on Form S-3 (File No. 333-282270 and, as applicable, File No. 333-287965), filed with the Commission. References to the "Registration Statement" shall also include any new shelf registration statement or new automatic shelf registration statement relating to the Common Stock that may be offered and sold pursuant to this Agreement (which may include a prospectus or prospectus supplement reflecting the number or amount of Placement Shares that may be offered and sold pursuant to this Agreement) that the Company subsequently files with the Commission, as the case may be. References to the "ATM Prospectus" in the Agreement shall collectively refer to each prospectus supplement specifically relating to the offering of Common Stock pursuant to the Agreement included as part of each Registration Statement, as applicable. References to the "Prospectus" in the Agreement shall include the base prospectus, including all documents incorporated therein by reference (to the extent such information has not been superseded or modified in accordance with Rule 412 under the Securities Act (as qualified by Rule 430B(g) of the Securities Act), and the ATM Prospectus, including all documents incorporated therein by reference (to the extent such information has not been superseded or modified in accordance with Rule 412 under the Securities Act (as qualified by Rule 430B(g) of the Securities Act), each of which is included in a Registration Statement (including in File No. 333-287965), as it or they may be supplemented by any additional prospectus supplement, in the form in which such prospectus and/or ATM Prospectus have most recently been filed by the Company with the Commission pursuant to Rule 424(b) under the Securities Act, together with any "issuer free writing prospectus" ("Issuer Free Writing Prospectus"), as defined in Rule 433 of the Securities Act ("Rule 433"), relating to the Placement Shares that (i) is required to be filed with the Commission by the Company or (ii) is exempt from filing pursuant to Rule 433(d)(5)(i), in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g), as applicable.

3. References to the date of the Agreement in the form of Placement Notice included as Schedule 1 of the Agreement is hereby revised to read "June 11, 2025, as amended by Amendment No. 1 thereto, dated November 21, 2025."

4. Except as specifically set forth herein, all other provisions of the Agreement shall remain in full force and effect.

5. Section 15 of the Agreement is supplemented and amended such that this Amendment No. 1 and the Agreement, as amended hereby, constitute the entire agreement of the parties to the Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof.

6. Except as amended hereby, the Agreement as now in effect is ratified and confirmed hereby in all respects. For the avoidance of doubt, this Amendment No. 1 and all of its provisions shall be deemed to be a part of the Agreement, as amended hereby.

7. This Amendment No. 1 shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Amendment No. 1 or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the “**Specified Courts**”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth in the Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

8. This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Amendment No. 1 by one party to the other may be made by facsimile or electronic transmission. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows.]

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

TONIX PHARMACEUTICALS HOLDING CORP.

By: /s/ Seth Lederman
Name: Seth Lederman
Title: Chief Executive Officer

The foregoing Amendment is hereby confirmed and accepted by the Agent in New York, New York as of the date first above written.

A.G.P./ALLIANCE GLOBAL PARTNERS

By: /s/ Thomas J. Higgins
Name: Thomas J. Higgins
Title: Managing Director



Brownstein Hyatt Farber Schreck, LLP
702.382.2101 main
100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106

November 21, 2025

Tonix Pharmaceuticals Holding Corp.
26 Main Street, Suite 101
Chatham, New Jersey 07928

To the addressee set forth above:

We have acted as local Nevada counsel to Tonix Pharmaceuticals Holding Corp., a Nevada corporation (the “Company”), in connection with the potential issuance and sale by the Company from time to time of shares (the “Shares”) of the Company’s common stock, par value \$0.001 per share (the “Common Stock”), having an aggregate offering price of up to \$400,000,000, pursuant to that certain Sales Agreement, dated as of June 11, 2025, as amended by that certain Amendment No. 1 to Sales Agreement, dated as of the date hereof (as so amended, the “Sales Agreement”), by and between A.G.P./Alliance Global Partners, as sales agent (in such capacity, the “Sales Agent”), and the Company, all as more fully described in the Registration Statement on Form S-3 (File No. 333-282270) (the “2024 Registration Statement”), including the base prospectus, dated September 30, 2024, contained therein, as supplemented by the prospectus supplement dated June 11, 2025, as supplemented by the prospectus supplement, dated November 21, 2025 (the “November 2025 Prospectus Supplement”), relating to the registration of additional shares of Common Stock issuable under the Sales Agreement to increase the maximum aggregate offering price of the shares issuable under the Sales Agreement (including any and all sales issued and sold pursuant thereto prior to November 21, 2025) from \$150,000,000 to \$400,000,000 (collectively, the “2024 Registration Statement Prospectus”), and the Registration Statement on Form S-3 (File No. 333-287965) (together with the 2024 Registration Statement, the “Registration Statements”), including the base prospectus, dated September 4, 2025, contained therein, as supplemented by the November 2025 Prospectus Supplement (together with the 2024 Registration Statement Prospectus, the “Prospectuses”), each as filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Act”). This opinion letter is being furnished at your request in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In our capacity as such counsel, we are familiar with the proceedings taken and proposed to be taken by the Company in connection with the authorization, issuance and sale of the Shares as contemplated by the Sales Agreement and as described in the Registration Statements and the Prospectuses. For purposes of this opinion letter, and except to the extent set forth in the opinion below, we have assumed that all such proceedings have been or will be timely completed in the manner presently proposed in the Sales Agreement and the Registration Statements and the Prospectuses.

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For purposes of issuing this opinion letter, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction as being true copies of (i) the Registration Statements and the Prospectuses, (ii) the Sales Agreement, including the form of placement notice thereunder (each, a "Placement Notice"), (iii) the articles of incorporation and bylaws of the Company; and (iv) such agreements, instruments, resolutions of the board of directors of the Company and committees thereof and other corporate records, and such other documents as we have deemed necessary or appropriate, and we have obtained from officers and other representatives and agents of the Company and from public officials, and have relied upon, such certificates, representations and assurances, and public filings, as we have deemed necessary or appropriate.

Without limiting the generality of the foregoing, in our examination, we have, with your permission, assumed without independent verification: (i) the statements of fact and all representations and warranties set forth in the documents we have reviewed are true and correct as to factual matters, in each case as of the date or dates of such documents and as of the date hereof; (ii) each natural person executing any of the documents we have reviewed has sufficient legal capacity to do so; (iii) all documents submitted to us as originals are authentic, the signatures on all documents that we have reviewed are genuine and all documents submitted to us as certified, conformed, photostatic, facsimile or electronic copies conform to the original document; (iv) all corporate records made available to us by the Company, and all public records we have reviewed, are accurate and complete; (v) the obligations of each party set forth in the Sales Agreement and each Placement Notice are or will be its valid and binding obligations, enforceable in accordance with its terms; (vi) prior to any issuance of Shares, the Placement Notice with respect to such Shares will have been duly executed and delivered by the Company in accordance with the Sales Agreement; and (vii) after any issuance of Shares, the total number of issued and outstanding shares of Common Stock, together with the total number of shares of Common Stock then reserved for issuance or obligated to be issued by the Company pursuant to any agreement or arrangement or otherwise, will not exceed the total number of shares of Common Stock then authorized under the Company's articles of incorporation.

We are qualified to practice law in the State of Nevada. The opinion set forth herein are expressly limited to and based exclusively on the general corporate laws of the State of Nevada, and we do not purport to be experts on, or to express any opinion with respect to the applicability or effect of, the laws of any other jurisdiction. We express no opinion concerning, and we assume no responsibility as to laws or judicial decisions related to, or any orders, consents or other authorizations or approvals as may be required by, any federal laws, rules or regulations, including, without limitation, any federal securities laws, rules or regulations, or any state securities or "blue sky" laws, rules or regulations.

Based upon the foregoing and in reliance thereon, and having regard to legal considerations and other information that we deem relevant, we are of the opinion that if, when and to the extent any Shares are issued and sold in accordance with the terms and conditions of, and in the manner contemplated by, the Sales Agreement (including delivery by the Company of the Placement Notice relating to such Shares and payment in full to the Company of the consideration for such Shares as required thereunder and under the Sales Agreement), and in accordance with the proceedings described in, and in the manner contemplated by, the Registration Statements and Prospectuses, such Shares will be validly issued, fully paid and nonassessable.

The opinion expressed herein are based upon the applicable laws of the State of Nevada and the facts in existence on the date hereof. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinion set forth herein or to apprise you of any changes in any laws or facts after the later of the date hereof and the filing date of the November 2025 Prospectus Supplement. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly addressed by the opinion set forth herein.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statements and the Prospectuses, and to the respective references to our firm therein under the heading "Legal Matters". In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Brownstein Hyatt Farber Schreck, LLP
