

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

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

DERMATA THERAPEUTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization) 3525 Del Mar Heights Rd., #322 San Diego, CA (Address of Principal Executive Offices)	86-3218736 (I.R.S. Employer Identification No.) 92130 (Zip Code)
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**Dermata Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan
Inducement Stock Option Award**
(Full title of the plan)

Gerald T. Proehl
Chief Executive Officer
3525 Del Mar Heights Rd., #322
San Diego, CA 92130
(Name and address of agent for service)

Tel: (858) 800-2543
(Telephone number, including area code, of agent for service)

Please send copies of all communications to:

Steven M. Skolnick, Esq.
Michael J. Lerner, Esq.
Lowenstein Sandler LLP
1251 Avenue of the Americas
New York, New York 10020
Tel: (212) 262-6700

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

- | | | | |
|-------------------------|-------------------------------------|---------------------------|-------------------------------------|
| Large accelerated filer | <input type="checkbox"/> | Accelerated filer | <input type="checkbox"/> |
| Non-accelerated filer | <input checked="" type="checkbox"/> | Smaller reporting company | <input checked="" type="checkbox"/> |
| | | Emerging growth company | <input checked="" type="checkbox"/> |

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 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Registration Statement on Form S-8 is filed by Dermata Therapeutics, Inc. (the “Company”) to register an additional aggregate 409,221 shares of the Company’s common stock, par value \$0.0001 per share (the “Common Stock”) consisting of (i) 133,005 shares of Common Stock available for grant and issuance under the Company’s 2021 Omnibus Equity Incentive Plan (as amended, the “2021 Plan”) as of January 1, 2026 pursuant to the automatic annual increase on January 1 of each year by an amount equal to 5% of the total number of shares of Common Stock outstanding on December 31 of the preceding calendar year (the “Evergreen Provision”), (ii) 12,588 shares of Common Stock available for grant and issuance under the 2021 Plan as of January 1, 2025 pursuant to the Evergreen Provision, (iii) 248,628 shares of Common Stock issuable pursuant to the 2021 Plan made available by an amendment to the 2021 Plan approved by the Company’s stockholders on May 27, 2026, and (iv) 15,000 shares of Common Stock issuable upon the vesting and exercise of a non-qualified stock option granted on March 9, 2026 outside of the 2021 Plan (and any other equity plan established by the Company) to the Company’s Vice President of Marketing (the “Inducement Grant”) in accordance with Nasdaq Listing Rule 5635(c)(4) as a material inducement for this individual to accept employment with the Company. The Inducement Grant will be administered and interpreted as if issued under the 2021 Plan.

Pursuant to General Instruction E of Form S-8, the contents of the Registration Statement on Form S-8 of the Company filed with the Securities and Exchange Commission (the “SEC”) on December 10, 2021, (Registration No. 333-261606), August 26, 2022, (Registration No. 333-267115), September 14, 2023 (Registration No. 333-274513), and August 7, 2024 (Registration No. 333-281338) (collectively, the “Prior Form S-8”) including any amendments thereto or filings incorporated therein, are incorporated herein by this reference to the extent not replaced hereby. The shares of Common Stock registered pursuant to this Registration Statement are of the same class of securities as the 2,727 shares of Common Stock registered for issuance under the 2021 Plan pursuant to the Prior Form S-8 (which number reflects reverse stock splits of the Company’s outstanding shares of Common Stock effectuated on March 14, 2023, May 16, 2024 and August 1, 2025).

PART II

Information Required in the Registration Statement

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed by the Company with the SEC pursuant to the Securities Act and the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated herein by reference:

- (a) the Company’s latest annual report on [Form 10-K](#) filed pursuant to Section 13(a) or 15(d) of the Exchange Act for the fiscal year ended December 31, 2025, as filed with the SEC on March 26, 2026;
- (b) the Company’s latest quarterly report on [Form 10-Q](#) filed pursuant to Section 13(a) or 15(d) of the Exchange Act for the quarter ended March 31, 2026, as filed with the SEC on May 13, 2026;
- (c) the Company’s current reports on Form 8-K filed with the SEC on [January 27, 2026](#), [February 3, 2026](#), [February 25, 2026](#) and [May 27, 2026](#) (other than any portions thereof deemed furnished and not filed);
- (d) the description of the Company’s common stock contained in the Company’s Registration Statement on [Form 8-A](#) (Registration No. 001-40739) filed with the SEC on August 11, 2021, under Section 12(b) of the Exchange Act, including any amendments or reports filed for the purpose of updating such description, including [Exhibit 4.22](#) to the Company’s annual report on Form 10-K for the year ended December 31, 2025, filed with the SEC on March 26, 2026.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14, or 15(d) of the Exchange Act subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment, which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents, except as to specific sections of such documents as set forth therein; provided, however, that documents or information deemed to have been furnished and not filed in accordance with SEC rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document, which also is deemed to be incorporated by reference herein, modifies or supersedes such statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law provides that a corporation has the power to indemnify a director, officer, employee, or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against amounts paid and expenses incurred in connection with an action or proceeding to which he or she is or is threatened to be made a party by reason of such position, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal proceeding, if such person had no reasonable cause to believe his or her conduct was unlawful. In the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any matter as to which such person has been adjudged to be liable to the corporation unless and only to the extent that the adjudicating court determines that such indemnification is proper under the circumstances.

The Company's Certificate of Incorporation and Bylaws provide that its directors and officers will be indemnified by the Company to the fullest extent authorized by the Delaware General Corporation Law. In addition, the Company's Certificate of Incorporation provides, as permitted by Section 102(b)(7) of the Delaware General Corporation Law, that its directors and officers will not be liable for monetary damages to the Company for breaches of their fiduciary duty as directors or officers, respectively, unless they (i) violated their duty of loyalty to the Company or its stockholders, (ii) acted, or failed to act, in good faith, (iii) acted with intentional misconduct, (iv) knowingly or intentionally violated the law, (v) authorized unlawful payments of dividends, unlawful stock purchases or unlawful redemptions, or (vi) derived an improper personal benefit from their actions as directors.

The Company's Bylaws also permit the Company to secure insurance on behalf of any officer, director, employee, or agent for any liability arising out of his or her actions, regardless of whether Delaware General Corporation Law would permit indemnification. The Company has purchased a policy of directors' and officers' liability insurance that insures its directors and officers.

In addition, the Company has also entered into an indemnification agreement with certain of its directors and officers. The indemnification agreements require the Company to indemnify and hold harmless and advance expenses to each indemnitee in respect of acts or omissions occurring prior to the time the indemnitee ceases to be an officer and/or director of the Company to the fullest extent permitted by applicable law. The rights provided in the indemnification agreements are in addition to the rights provided in the Company's Certificate of Incorporation, Bylaws, and the Delaware General Corporation Law.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description of Document
4.1	Amended and Restated Certificate of Incorporation of Dermata Therapeutics, Inc. (incorporated by reference to Exhibit 3.2 of the Company's Registration Statement on Form S-1 filed with the SEC on August 6, 2021).
4.2	Amendment No. 1 of the Amended and Restated Certificate of Incorporation of Dermata Therapeutics, Inc., filed with the Secretary of State of the State of Delaware on July 11, 2022 (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K filed with the SEC on July 11, 2022).
4.3	Amendment No. 2 to the Amended and Restated Certificate of Incorporation of Dermata Therapeutics, Inc., dated March 13, 2023. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on March 13, 2023).
4.4	Amendment No. 3 to the Amended and Restated Certificate of Incorporation of Dermata Therapeutics, Inc., dated May 14, 2024 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on May 14, 2024).
4.5	Amendment No. 4 to the Amended and Restated Certificate of Incorporation of Dermata Therapeutics, Inc., dated July 30, 2025 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on July 30, 2025).
4.6	Amended and Restated Bylaws of Dermata Therapeutics, Inc. (incorporated by reference to Exhibit 3.4 of the Company's Registration Statement on Form S-1 filed with the SEC on August 6, 2021).
4.7	Amendment No. 1 to the Amended and Restated Bylaws of Dermata Therapeutics, Inc. (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K filed with the SEC on September 23, 2022).
4.8	Specimen Certificate representing shares of common stock of Dermata Therapeutics, Inc. (incorporated by reference to Exhibit 4.1 of the Company's Registration Statement on Form S-1 filed with the SEC on August 6, 2021).
4.9	Dermata Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan (incorporated by reference to Exhibit 10.2 on Form S-1 filed with the SEC on June 10, 2021).
4.10	Amendment No. 1 to the Dermata Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan (incorporated by reference to Exhibit 10.14 on Form S-1/A filed with the SEC on July 2, 2021).
4.11	Amendment No. 2 to the Dermata Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan (incorporated by reference to Exhibit 10.1 on Form 8-K filed with SEC on August 3, 2023).
4.12	Amendment No. 3 to the Dermata Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan (incorporated by reference to Exhibit 10.1 on Form 8-K filed with SEC on May 7, 2024).
4.13	Amendment No. 4 to the Dermata Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan (incorporated by reference to Exhibit 10.1 on Form 8-K filed with SEC on May 27, 2026).
4.14	Form of Nonqualified Stock Option Award (incorporated by reference to Exhibit 10.3 on Form S-1 filed with the SEC on June 10, 2021).
4.15	Form of Incentive Stock Option Award (incorporated by reference to Exhibit 10.4 on Form S-1 filed with the SEC on June 10, 2021).
5.1	Legal opinion of Lowenstein Sandler LLP.*
23.1	Consent of CBIZ CPAs P.C., Independent Registered Public Accounting Firm.*
23.2	Consent of Lowenstein Sandler LLP (filed as part of Exhibit 5.1).
24.1	Power of Attorney (contained on the signature page of this registration statement on Form S-8).
99.1	Inducement Award Agreement, dated March 9, 2026, by and between Dermata Therapeutics, Inc. and Kyra Peckaitis.*
107.1	Filing Fee Table.*

* Filed herewith

Item 9. Undertakings.

(a) The undersigned Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; *provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in San Diego, California, on June 4, 2026.

DERMATA THERAPEUTICS, INC.

By: /s/ Gerald T. Proehl
Gerald T. Proehl
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Gerald T. Proehl and Kyri K. Van Hoose, and each of them, each with full power to act without the other, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, for such person and in his name, place and stead, in any and all capacities, to sign any amendments to this registration statement, and to sign any registration statement for the same offering covered by this registration statement, including post-effective amendments or registration statements filed pursuant to Rule 462(b) under the Securities Act of 1933, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming that each of said such attorneys-in-fact and agents or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons on behalf of the Company in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Gerald T. Proehl</u> Gerald T. Proehl	President, Chief Executive Officer and Chairman (Principal Executive Officer)	June 4, 2026
<u>/s/ Kyri K. Van Hoose</u> Kyri K. Van Hoose	Chief Financial Officer (Principal Financial and Accounting Officer)	June 4, 2026
<u>/s/ David Hale</u> David Hale	Lead Director	June 4, 2026
<u>/s/ Wendell Wierenga</u> Wendell Wierenga, Ph.D.	Director	June 4, 2026
<u>/s/ Andrew Sandler</u> Andrew Sandler, M.D.	Director	June 4, 2026
<u>/s/ Steven J. Mento</u> Steven J. Mento, Ph.D.	Director	June 4, 2026
<u>/s/ Kathleen Scott</u> Kathleen Scott	Director	June 4, 2026
<u>/s/ Brittany Bradrick</u> Brittany Bradrick	Director	June 4, 2026



June 4, 2026

Dermata Therapeutics, Inc.
 3525 Del Mar Heights Rd., #322
 San Diego, CA 92130

Re: Form S-8 Registration Statement of Dermata Therapeutics, Inc.

Ladies and Gentlemen:

We have acted as counsel for Dermata Therapeutics, Inc., a Delaware corporation (the "Company"), in connection with the Company's Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the registration of (i) an aggregate of 394,221 shares (the "Plan Shares") of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), issuable pursuant to awards under the Dermata Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan (as amended) (the "Plan") and (ii) 15,000 shares of Common Stock (the "Inducement Shares," and together with the Plan Shares, the "Shares") issuable pursuant to the terms of that certain Inducement Award Agreement, by and between the Company and Kyra Peckaitis, filed as Exhibit 99.1 to the Registration Statement (the "Inducement Agreement").

In connection with rendering this opinion, we have examined: (i) the Plan; (ii) the fourth amendment thereto; (iii) the Certificate of Incorporation of the Company, as amended; (iv) the Inducement Agreement; (v) the Bylaws of the Company, as amended; and (vi) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity of original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to these opinions that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that the Shares being registered pursuant to the Registration Statement have been duly authorized and, when issued and delivered upon the grant or exercise of awards in accordance with the terms of the Plan and the Inducement Agreement, will be validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to the corporate laws of the State of Delaware, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the filing of a copy of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Lowenstein Sandler LLP

Lowenstein Sandler LLP

NEW YORK

PALO ALTO

NEW JERSEY

UTAH

WASHINGTON, D.C.

Lowenstein Sandler LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 26, 2026 with respect to the financial statements of Dermata Therapeutics, Inc. included in the Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ CBIZ CPAs P.C.

San Diego, California
June 4, 2026

NONQUALIFIED STOCK OPTION (INDUCEMENT) GRANT AGREEMENT

DERMATA THERAPEUTICS, INC.

This Nonqualified Stock Option (Inducement) Grant Agreement (the “**Grant Agreement**”) is made and entered into effective on the Date of Grant set forth in Exhibit A (the “**Date of Grant**”) by and between Dermata Therapeutics, Inc., a Delaware corporation (the “**Company**”), and the individual named in Exhibit A hereto (the “**Optionee**”).

WHEREAS, the Company desires to provide the Optionee with an opportunity to acquire the Company’s common stock, par value \$0.0001 per share (the “**Common Stock**”), as a material inducement for the Optionee to accept employment with the Company; and

WHEREAS, to give effect to the foregoing intention, the Company desires to grant the Optionee a nonqualified stock option to acquire the Company’s Common Stock;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for good and valuable consideration, the parties hereto agree as follows:

1. Grant. Subject to the terms and conditions set forth herein, effective upon the Date of Grant set forth in Exhibit A hereto, the Company hereby grants the Optionee a nonqualified stock option (the “**Option**”) to purchase up to the number of shares of Common Stock (the “**Shares**”) set forth in Exhibit A hereto at the exercise price per Share (the “**Exercise Price**”) set forth in Exhibit A, and on the vesting schedule set forth in Exhibit A. This Option is an inducement material to the Optionee’s entry into employment within the meaning of Nasdaq Listing Rule 5635(c)(4). This Option is granted outside of the Dermata Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan, as amended (the “**2021 Plan**”), however, the Option will be subject to terms and conditions substantially identical to the terms and conditions set forth in the 2021 Plan as if the Option was granted under the 2021 Plan, and the terms and conditions of the 2021 Plan applicable to a grant of a Nonqualified Stock Option under the 2021 Plan are incorporated herein by reference. As such, capitalized terms used but not otherwise defined in this Grant Agreement shall have the meanings as set forth in the 2021 Plan. Without limitation of the foregoing, all of the powers and authority of the Board and the Committee under the 2021 Plan shall apply to this Grant Agreement and the Option as if the Option had been granted under the 2021 Plan.

2. Exercise Period Following Termination of Continuous Service. This Option shall terminate and be canceled to the extent not exercised within ninety (90) days after the Optionee’s Continuous Service terminates, except that if such termination is due to the death or Disability of the Optionee, this Option shall terminate and be canceled one (1) year from the date of termination of Continuous Service. Notwithstanding the foregoing, in the event that the Optionee’s Continuous Service is terminated for Cause, then the Option shall immediately terminate on the date of such termination of Continuous Service and shall not be exercisable for any period following such date. In no event, however, shall this Option be exercised later than the Expiration Date set forth in Exhibit A and in no event shall this Option be exercised for more Shares than the Shares which otherwise have become exercisable as of the date of termination.

3. Method of Exercise. This Option is exercisable by delivery to the Company of an exercise notice (the “**Exercise Notice**”) in a form satisfactory to the Committee or by such other form or means as the Committee may permit or require. Any Exercise Notice shall state or provide the number of Shares with respect to which the Option is being exercised (the “**Exercised Shares**”), and include such other representations and agreements as may be required by the Company as if the Option had been granted under the 2021 Plan. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price for the Exercised Shares in (i) cash; (ii) check; or (iii) such other manner as is acceptable to the Committee, provided that such form of consideration is permitted by the 2021 Plan and by applicable law. Upon exercise of the Option by the Optionee and prior to the delivery of such Exercised Shares, the Company shall have the right to require the Optionee to satisfy applicable Federal and state tax income tax withholding requirements and the Optionee’s share of applicable employment withholding taxes in a method satisfactory to the Company. Notwithstanding the foregoing, no Exercised Shares shall be issued unless such exercise and issuance complies with the requirements relating to the administration of stock option plans and other applicable equity plans under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted, and the applicable laws of any foreign country or jurisdiction; assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to the Optionee on the date the Option is exercised with respect to such Shares.

4. Covenants Agreement. This Option shall be subject to forfeiture at the election of the Company in the event that the Optionee breaches any agreement between the Optionee and the Company with respect to noncompetition, nonsolicitation, assignment of inventions and contributions and/or nondisclosure obligations of the Optionee.

5. Taxes. By executing this Grant Agreement, Optionee acknowledges and agrees that Optionee is solely responsible for the satisfaction of any applicable taxes that may be imposed on Optionee that arise as a result of the grant, vesting or exercise of the Option, including without limitation any taxes arising under Section 409A of the Code (regarding deferred compensation) or Section 4999 of the Code (regarding golden parachute excise taxes), and that neither the Company nor the Committee shall have any obligation whatsoever to pay such taxes or otherwise indemnify or hold Optionee harmless from any or all of such taxes.

6. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Optionee only by the Optionee. The terms of this Grant Agreement (and the 2021 Plan as incorporated herein) shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

7. Securities Matters. All Shares and Exercised Shares shall be subject to the restrictions on sale, encumbrance and other disposition provided by Federal or state law. The Company shall not be obligated to sell or issue any Shares or Exercised Shares pursuant to this Grant Agreement unless, on the date of sale and issuance thereof, such Shares are either registered under the Securities Act of 1933, as amended (the “**Securities Act**”), and all applicable state securities laws, or are exempt from registration thereunder. Regardless of whether the offering and sale of Shares have been registered under the Securities Act, or have been registered or qualified under the securities laws of any state, the Company at its discretion may impose restrictions upon the sale, pledge or other transfer of such Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary in order to achieve compliance with the Securities Act or the securities laws of any state or any other law.

8. Investment Purpose. The Optionee represents and warrants that unless the Shares are registered under the Securities Act, any and all Shares acquired by the Optionee under this Grant Agreement will be acquired for investment for the Optionee’s own account and not with a view to, for resale in connection with, or with an intent of participating directly or indirectly in, any distribution of such Shares within the meaning of the Securities Act. The Optionee agrees not to sell, transfer or otherwise dispose of such Shares unless they are either (1) registered under the Securities Act and all applicable state securities laws, or (2) exempt from such registration in the opinion of Company counsel.

9. Lock-Up Agreement. The Optionee hereby agrees that in the event that the Optionee exercises this Option during a period in which any directors or officers of the Company have agreed with one or more underwriters not to sell securities of the Company, then, as a condition to such exercise, the Optionee shall enter into an agreement, in form and substance satisfactory to the Company, pursuant to which the Optionee shall agree to restrictions on transferability of the Shares comparable to the restrictions agreed upon by such directors or officers of the Company.

10. Other Plans. No amounts of income received by the Optionee pursuant to this Grant Agreement shall be considered compensation for purposes of any pension or retirement plan, insurance plan or any other employee benefit plan of the Company or its subsidiaries, unless otherwise expressly provided in such plan.

11. No Guarantee of Continued Service. The Optionee acknowledges and agrees that the right to exercise the Option pursuant to the exercise schedule hereof is earned only through Continuous Service and such other requirements, if any, as are set forth in Exhibit A (and not through the act of being hired, being granted an option or purchasing shares hereunder). The Optionee further acknowledges and agrees that (i) this Grant Agreement, the transactions contemplated hereunder and the exercise schedule set forth herein do not constitute an express or implied promise of continued employment or service for the exercise period or for any other period, and shall not interfere with the Optionee’s right or the right of the Company or its Subsidiaries to terminate the employment or service relationship at any time, with or without cause, subject to the terms of any written employment agreement that the Optionee may have entered into with the Company or any of its Subsidiaries; and (ii) the Company would not have granted this Option to the Optionee but for these acknowledgements and agreements.

12. Entire Agreement; Governing Law. Although the Option is granted outside the 2021 Plan, the terms of the 2021 Plan are incorporated herein by reference. The 2021 Plan and this Grant Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and the Optionee. In the event of any conflict between this Grant Agreement and the 2021 Plan, the 2021 Plan shall be controlling, except as otherwise specifically provided in the 2021 Plan. This Grant Agreement shall be construed under the laws of the State of Delaware, without regard to conflict of laws principles.

13. Opportunity for Review. The Optionee has reviewed this Grant Agreement and the 2021 Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Agreement and fully understands all provisions of this Grant Agreement and the 2021 Plan. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to this Grant Agreement and the 2021 Plan. The Optionee further agrees to notify the Company upon any change in the residence address indicated herein.

14. Section 409A. This Option is intended to be excepted from coverage under Section 409A and shall be administered, interpreted and construed accordingly. The Company may, in its sole discretion and without the Optionee's consent, modify or amend the terms of this Grant Agreement, impose conditions on the timing and effectiveness of the exercise of the Option by Optionee, or take any other action it deems necessary or advisable, to cause the Option to be excepted from Section 409A (or to comply therewith to the extent the Company determines it is not excepted).

15. Recoupment. In the event the Company restates its financial statements due to material noncompliance with any financial reporting requirements under applicable securities laws, any shares issued pursuant to this Agreement for or in respect of the year that is restated, or the prior three years, may be recovered to the extent the shares issued exceed the number that would have been issued based on the restatement. In addition and without limitation of the foregoing, any amounts paid hereunder shall be subject to recoupment in accordance with The Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company or as is otherwise required by applicable law or stock exchange listing conditions.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement as of the date set forth in Exhibit A.

DERMATA THERAPEUTICS, INC.

By: /s/Gerald T. Proehl

Name: Gerald T. Proehl

Title: CEO

OPTIONEE

/s/ Kyra Peckaitis

Name: Kyra Peckaitis

EXHIBIT A

NONQUALIFIED STOCK OPTION (INDUCEMENT) GRANT AGREEMENT

DERMATA THERAPEUTICS, INC.

- (a). **Optionee's Name:** Kyra Peckaitis
- (b). **Date of Grant:** 03/09/2026
- (c). **Number of Shares Subject to the Option:** 15,000
- (d). **Exercise Price:** \$1.33 per Share
- (e). **Expiration Date:** 02/08/2036
- (f). **Vesting Schedule:** The Option shall vest as to 25% of the Shares subject thereto on the one-year anniversary of the Date of Grant (the "**First Vesting Date**") and shall vest as to the remaining 75% of the Shares subject thereto in 36 monthly installments commencing on each monthly anniversary of the First Vesting Date (each a "**Monthly Vesting Date**" and together with the First Vesting Date, a "**Vesting Date**"), provided, however, that the Optionee must be in Continuous Service on the First Vesting Date and each Monthly Vesting Date thereafter for the Shares subject to the Option to vest on any such Vesting Date.

/s/ KP (Initials)

Optionee

/s/ GP (Initials)

Company Signatory

Calculation of Filing Fee Tables

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Dermata Therapeutics, Inc.

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1 Equity	Common stock, \$0.0001 par value per share	Other	244,471	\$ 1.29	\$ 315,367.59	0.0001381	\$ 43.55
2 Equity	Common stock, \$0.0001 per share	Other	149,750	\$ 3.62	\$ 542,095.00	0.0001381	\$ 74.86
3 Equity	Common stock, \$0.0001 par value per share	Other	15,000	\$ 1.33	\$ 19,950.00	0.0001381	\$ 2.76
Total Offering Amounts:					\$ 877,412.59		\$ 121.17
Total Fee Offsets:							\$ 0.00
Net Fee Due:							\$ 121.17

Offering Note

¹ Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of the Registrant's common stock that become issuable under the Registrant's 2021 Omnibus Equity Incentive Plan (as amended, the "2021 Plan") in respect of the securities identified in the above table by reason of any stock dividend, stock split, recapitalization, or other similar transaction effected without the Registrant's receipt of consideration that increases the number of the outstanding shares of the Registrant's common stock. In addition, pursuant to Rule 416(c) under the Securities Act, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan(s) described herein, as these amounts may be adjusted as a result of stock splits, stock dividends, antidilution provisions, and similar transactions.

Represents 244,471 shares of Common Stock reserved for future issuance under the 2021 Plan that are not subject to outstanding options.

Pursuant to Rules 457(c) and (h) under the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price are estimated for the purpose of calculating the amount of the registration fee and are based on the average of the high and low sales price of the Registrant's common stock as reported on the Nasdaq Stock Market on June 3, 2026.

² Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of the Registrant's common stock that become issuable under the Registrant's 2021 Omnibus Equity Incentive Plan (as amended, the "2021 Plan") in respect of the securities identified in the above table by reason of any stock dividend, stock split, recapitalization, or other similar transaction effected without the Registrant's receipt of consideration that increases the number of the outstanding shares of the Registrant's common stock. In addition, pursuant to Rule 416(c) under the Securities Act, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan(s) described herein, as these amounts may be adjusted as a result of stock splits, stock dividends, antidilution provisions, and similar transactions.

Represents 149,750 shares of Common Stock that may be issued upon exercise of stock options granted pursuant to the 2021 Plan (the "Stock Options") outstanding as of the date of this registration statement.

Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(h) promulgated under the Securities Act. The offering price per share and the aggregate offering price for shares issuable upon the exercise of the Stock Options are based upon the weighted average exercise price of the Stock

