

**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 and Exchange Act of 1934

Date of Report (Date of earliest event reported): September 9, 2024

HEARTBEAM, INC.

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-41060

(Commission
File Number)

47-4881450

(IRS Employer
Identification No.)

2118 Walsh Avenue, Suite 210
Santa Clara, CA 95050

(Address of principal executive offices, including zip code)

(408) 899-4443

(Registrant's telephone number, including area code)

Check the appropriate box below if the 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- Written communication 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	BEAT	NASDAQ
Warrant	BEATW	NASDAQ

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

Employment Agreement with Timothy Cruickshank

On August 22, 2024, the Board of Directors (the “Board”) of HeartBeam, Inc. (the “Company”) appointed Timothy Cruickshank as Chief Financial Officer of the Company (the “Appointment”) effective as of September 9, 2024. In connection with the Appointment, the Company entered into an employment agreement with Mr. Cruickshank dated August 27, 2024, (the “Employment Agreement”).

Pursuant to the Employment Agreement, the Company will compensate Mr. Cruickshank an annual fee of \$385,000, which is to be paid in semi-monthly installments in accordance with the Company’s normal payroll procedures. Mr. Cruickshank’s salary will be subject to adjustment pursuant to the Company’s employee compensation policies in effect from time to time and he will also be eligible to receive certain employee benefits. Additionally, Mr. Cruickshank may receive an incentive bonus of 45% of his annual base salary determined by an agreed to set of corporate goals and objectives. Subject to the approval of the Board, Mr. Cruickshank will be granted an option to purchase 400,000 shares of the Company’s Common Stock (the “Option”). The exercise price per share of the Option will be determined by the Board when the Option is granted. The Option will be subject to the terms and conditions applicable to options granted under the Company’s 2022 Stock Plan (the “Plan”), as described in the Plan.

Mr. Cruickshank, age 43, was a financial executive of ImpediMed since 2008 and served as CFO from October 2019 through March 2024. ImpediMed is a medical technology company that designs and manufactures medical devices and software services employing its pioneering bioimpedance spectroscopy (BIS) technology for multiple indications including heart failure, protein calorie malnutrition, and lymphedema within oncology. During Mr. Cruickshank’s time at ImpediMed, he spearheaded the evolution of the company from a traditional medical device company to a medical technology company with a high margin Software-as-a-Service (SaaS) business model, through the launch of the SOZO® Digital Health Platform. He received a Master of Business Administration from Keller Graduate School of Management and a Bachelor of Science in Accounting from Syracuse University.

Family Relationships

Mr. Cruickshank does not have a family relationship with any of the current officers or directors of the Company.

Related Party Transactions

There are no related party transactions with regard to Mr. Cruickshank reportable under Item 404(a) of Regulation S-K.

The foregoing contains only a brief description of the material terms of and does not purport to be a complete description of the rights and obligations of the parties to the Employment Agreement, and such description is qualified in its entirety by reference to the full text of the Employment Agreement, which is filed hereto as Exhibit 10.2 and incorporated herein by reference.

On September 10, 2024, the Company issued a press release announcing the Appointment. A copy of the press release is filed hereto as Exhibits 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).
10.2	Employment Agreement with Timothy Cruickshank, dated August 27, 2024
99.1	Press Release dated September 10, 2024

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

HeartBeam, Inc.

Date: September 10, 2024

By: /s/ Branislav Vajdic
Name: Branislav Vajdic
Title: Chief Executive Officer

HEARTBEAM, INC.

August 22, 2024

Timothy Cruickshank
[\[Address\]](#)

Dear Timothy:

I am pleased to offer you a position with HeartBeam, Inc. (the “**Company**”), as Chief Financial Officer. If you decide to join us, you will receive an annual salary of \$385,000, commencing on September 9, 2024. The salary will be paid semi-monthly in accordance with the Company’s normal payroll procedures. This salary will be subject to adjustment pursuant to the Company’s employee compensation policies in effect from time to time. As an employee, you will also be eligible to receive certain employee benefits. You should note that the Company may modify job titles, salaries and benefits from time to time as it deems necessary. The position is Exempt/Full-Time Regular, reporting to Branislav Vajdic, CEO. The position is remote, with travel as needed to HeartBeam’s offices, presently located at 2118 Walsh Ave., Suite 210, Santa Clara, CA 95050.

Additionally, you will be eligible to participate in the Company’s Annual Objectives and Bonus Program. Your bonus target will be set at 45% of your base salary and subject to proration to the actual time employed by the Company in 2024. Any bonus awarded to you pursuant to the program will be payable as soon as practicable after it is earned, but in no event later than March 15 of the year following the year in which the bonus is earned.

Subject to the approval of the Company’s Board of Directors, you will be granted an option to purchase 400,000 shares of the Company’s Common Stock (the “Option”). The exercise price per share of the Option will be determined by the Board of Directors when the Option is granted. Twenty-five percent (25%) of the Shares subject to the Option shall vest on the one (1) year anniversary of the Vesting Commencement Date, and one forty-eighth (1/48th) of the Shares subject to the Option shall vest each month thereafter on the same day of the month as the Vesting Commencement Date (and if there is no corresponding day, on the last day of the month), subject to the Optionee continuing to be engaged with the Company through each such date. All shares subject to the Option shall accelerate and vest in full upon the Company’s termination of Optionee’s engagement with the Company following a Change in Control (as defined in the Plan).

Executive currently maintains the following Board of Directors roles, which the parties agree, do not create an actual or potential conflict of interest with the Company: Executive Board Member and Secretary | Big Brothers Big Sisters of San Diego County. Executive may add additional Board roles, whether for public or private companies or not-for-profit entities, during his employment with the Company, subject to the terms of this Agreement and Board approval.

In the event that your employment is terminated other than for Cause, death or disability or you resign with Good Reason (each as defined below), subject to your execution of a release of claims in a form reasonably satisfactory to the Company (a "**Release**") that becomes effective and irrevocable by the sixtieth (60th) day following your termination of employment (the "**Release Deadline Date**"), you shall be entitled to (i) a lump-sum severance payment equal to six (6) months of your then-base salary, less applicable withholdings, (ii) acceleration of vesting under any then outstanding stock option or other equity award issued to you by the Company, and (iii) if you elect continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") for you and your eligible dependents within the time period prescribed pursuant to COBRA, the Company will reimburse you for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to your termination) until the earlier of (A) a period of six (6) months from your termination date, or (B) the date upon which you and your eligible dependents become covered under similar plans, with such reimbursements made in accordance with the Company's normal expense reimbursement policy; provided, however, that if the Company determines in its sole discretion that it cannot provide the COBRA benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to you a taxable monthly payment in an amount equal to the monthly COBRA premium that you would be required to pay to continue your group health coverage in effect on the date of your termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether you elect COBRA continuation coverage.

If the Release does not become effective and irrevocable by the Release Deadline Date, you will forfeit any right to severance payments or benefits under this letter agreement (the "**Agreement**"). In no event will severance payments or benefits be paid or provided until the Release actually becomes effective and irrevocable. If the Release becomes effective by the Release Deadline Date, severance payments and benefits under this Agreement will commence on the Release Deadline Date, except as otherwise required by the following paragraph.

Notwithstanding anything to the contrary in this Agreement, if you are a “specified employee” within the meaning of Section 409A of the Internal Revenue Code (as it has been and may be amended from time to time) and any regulations and guidance that has been promulgated or may be promulgated from time to time thereunder (“**Section 409A**”) at the time of your termination, then the severance and any other separation benefits payable to you upon your separation from service, to the extent that the same constitute deferred compensation under Section 409A (the “**Deferred Payments**”), otherwise due to you on or within the six (6) month period following your separation from service will accrue during such six (6) month period and will become payable in a lump sum payment on the date six (6) months and one (1) day following the date of your termination (such rule, the “**Six-Month Delay Rule**”). All subsequent Deferred Payments following the application of the Six-Month Delay Rule, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Additionally, any Deferred Payments will be paid on, or, in the case of installments, will commence on the Release Deadline Date, or, if later, such time as required by the Six-Month Delay Rule. Except as required by the Six-Month Delay Rule, any installment payments that would have been made to you during the sixty (60) day period immediately following your separation from service but for the preceding sentence will be paid to you on the sixtieth (60th) day following your separation from service and the remaining payments shall be made as provided in this Agreement. It is the intent of this Agreement to comply with the requirements of Section 409A so that none of the severance payments will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

For purposes of this Agreement, “**Cause**” is defined as (i) your conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude, (ii) your gross misconduct, (iii) your unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom you owe an obligation of nondisclosure as a result of your relationship with the Company, (iv) your willful breach of any obligations under any written agreement or covenant with the Company, or (v) your continued failure to perform your employment duties after you have received a written demand of performance from the Company which specifically sets forth the factual basis for the Company’s belief that you have not substantially performed your duties and have failed to cure such non-performance to the Company’s satisfaction within 10 business days after receiving such notice.

For purposes of this Agreement, “**Good Reason**” means your resignation within thirty (30) days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without your prior written consent: (i) a material diminution of your base salary, unless such diminution is part of a generalized salary reduction affecting senior level (VP or higher) employees; (ii) a material diminution of your authority, duties or responsibilities as an employee relative to such authority, duties or responsibilities in effect

immediately prior to such diminution; provided that your authority, duties and responsibilities will not be deemed to be materially reduced if you have reasonably comparable authority, duties and responsibilities as an employee with respect to the Company's business following a Change of Control, regardless of any change in title or whether you subsequently provide services to a subsidiary, affiliate, business unit, division or otherwise; (iii) your relocation to a facility or a location fifty (50) miles or more from your then current office location; or (iv) a material breach by the Company of the agreement under which you provide services to the Company, which failure is not cured to your sole and reasonable satisfaction within ten (10) business days after the Company receives a written demand for performance from you. Your resignation will not be deemed to be for Good Reason unless you have first provided the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence of the grounds for "Good Reason" and a reasonable cure period of not less than thirty (30) days following the date the Company receives such notice, and such condition has not been cured during such period.

For purposes of this Agreement, a "**Change of Control**" means either: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation or stock transfer, but excluding any such transaction effected primarily for the purpose of changing the domicile of the Company), unless the Company's stockholders of record immediately prior to such transaction or series of related transactions hold, immediately after such transaction or series of related transactions, at least 50% of the voting power of the surviving or acquiring entity (*provided* that the sale by the Company of its securities for the purposes of raising additional funds shall not constitute a Change of Control hereunder); or (ii) a sale of all or substantially all of the assets of the Company.

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks' notice.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment. Similarly, you agree not to bring any third party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

As a Company employee, you will be expected to abide by the Company's rules and standards. Specifically, you will be required to sign an acknowledgment that you have read and that you understand the Company's rules of conduct which are included in the Company Handbook, which the Company will soon complete and distribute.

As a condition of your employment, you are also required to sign and comply with an At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion, (iv) the arbitration shall provide for adequate discovery, and (v) the Company shall pay all the arbitration fees, except an amount equal to the filing fees you would have paid had you filed a complaint in a court of law. Please note that we must receive your signed At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement before your first day of employment.

To accept the Company's offer, please sign and date this Agreement in the space provided below. If you accept our offer, your first day of employment will be September 9, 2024. This letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the CEO of the Company and you. This offer of employment will terminate if it is not accepted, signed and returned by August 23, 2024.

We look forward to your favorable reply and to working with you at HeartBeam, Inc.

Sincerely,

/s/ Branislav Vajdic
Name: Branislav Vajdic
Title: Chief Executive Officer

Agreed to and accepted:

Signature: /s/ Timothy Cruickshank__

Printed Name: Timothy Cruickshank

Date: 08/27/2024

Enclosures

Employment, Confidential Information, Invention Assignment and Arbitration Agreement



HeartBeam Names Timothy Cruickshank as Chief Financial Officer

Seasoned MedTech Leader with Proven Track Record of Strategic Planning, Financial Stewardship and Commercial Success

SANTA CLARA, CA – September 10, 2024 -- HeartBeam, Inc. (NASDAQ: BEAT), a medical technology company focused on transforming cardiac care by providing powerful cardiac insights wherever the patient is, announced the appointment of Timothy Cruickshank as Chief Financial Officer (CFO), effective immediately. Mr. Cruickshank brings more than 15 years of public company experience with a focus on growing businesses with disruptive technologies through authentic leadership, strategic focus, data-driven decisions, and strong risk management and governance. He succeeds long-time CFO Richard Brounstein, who has been serving in an advisory capacity since retiring in February.

"Tim has an outstanding record of delivering results and creating value and will be a strong partner in ensuring we have a solid financial position as we strive to make our vision to transform the monitoring and detection of cardiac conditions a reality," said Branislav Vajdic, PhD, Chief Executive Officer and Founder of HeartBeam. "We thank Rick for his leadership over the past 9 years as he worked tirelessly to establish the strong financial foundation for the company which will continue to serve us well moving forward."

HeartBeam has developed a cable-free, credit card-sized device that captures the heart's electrical signals from three dimensions and is designed to be capable of synthesizing a 12-lead ECG. The Company's first 510(k) submission for its proprietary technology is currently under review with the FDA and is the cornerstone submission upon which future submissions will be based. The Company has 13 issued US patents and 4 issued international patents supporting the underlying technology.

"The ability of HeartBeam's unique technology to unlock actionable heart intelligence from three dimensions for a range of cardiac conditions is truly compelling to me," said Mr. Cruickshank. "I am excited to join the Company at this pivotal time and look forward to working with the team to commercialize this impactful innovation, drive financial excellence and expand our impact to ultimately improving cardiac care for patients."

Mr. Cruickshank, age 43, was a financial executive of ImpediMed since 2008 and served as CFO from October 2019 through March 2024. ImpediMed is a medical technology company that designs and manufactures medical devices and software services employing its pioneering bioimpedance spectroscopy (BIS) technology for multiple indications including heart failure, protein calorie malnutrition, and lymphedema within oncology. During Mr. Cruickshank's time at ImpediMed, he spearheaded the evolution of the company from a traditional medical device company to a medical technology company with a high margin Software-as-a-Service (SaaS) business model, through the launch of the SOZO® Digital Health Platform. He received a Master of Business Administration from Keller Graduate School of Management and a Bachelor of Science in Accounting from Syracuse University.

About HeartBeam, Inc.

HeartBeam, Inc. (NASDAQ: BEAT) is a medical technology company dedicated to transforming cardiac care by providing powerful cardiac insights wherever the patient is. The Company is creating the first ever cable-free 12-lead ECG capable of capturing the heart's electrical signals from three dimensions. This platform technology is designed to be used in portable devices that can be used wherever the patient is to deliver actionable heart intelligence. Physicians will be able to identify cardiac health trends and acute conditions and direct patients to the appropriate care – all outside of a medical facility, thus redefining the future of cardiac health management. The Company holds 13 US and 4 international issued patents related to technology enablement.

For additional information, visit HeartBeam.com.

Forward-Looking Statements

All statements in this release that are not based on historical fact are "forward-looking statements." While management has based any forward-looking statements included in this release on its current expectations, the information on which such expectations were based may change. Forward-looking statements involve inherent risks and uncertainties which could cause actual results to differ materially from those in the forward-looking statements, as a result of various factors including those risks and uncertainties described in the Risk Factors and in Management's Discussion and Analysis of Financial Condition and Results of Operations sections of our Forms 10-K, 10-Q and other reports filed with the SEC and available at www.sec.gov. We urge you to consider those risks and uncertainties in evaluating our forward-looking statements. We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. Except as otherwise required by the federal securities laws, we disclaim any obligation or undertaking to publicly release any updates or revisions to any forward-looking statement contained herein (or elsewhere) to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

Investor Relations Contact: Chris Tyson Executive Vice President MZ North America Direct: 949-491-8235 BEAT@mzgroup.us
www.mzgroup.us

Media Contact: media@heartbeam.com