

**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): December 20, 2021

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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock Warrant	BEAT BEATW	NASDAQ Capital Market 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 (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.

On December 20, 2021, the Board of Directors (the “Board”) of HeartBeam, Inc. (the “Company”) appointed Alan Baumel as Chief Operating Office of the Company (the “Appointment”) effective as of December 20, 2021.

In connection with the Appointment, the Company entered into an employment agreement with Mr. Baumel dated December 20, 2021, (the “Employment Agreement”).

Pursuant to the Employment Agreement, the Company will compensate Mr. Baumel a fee of \$200,000 annually, which is to be paid in semi-monthly installments in accordance with the Company’s normal payroll procedures. Mr. Baumel’s salary will be subject to adjustment pursuant to the Company’s employee compensation policies in effect from time to time and will also be eligible to receive certain employee benefits. Additionally, Mr. Baumel will be eligible for the Company’s bonus program following the closing of the Company’s initial public offering (the “IPO”). Subject to the approval of the Company’s Board of Directors or its Compensation Committee, the Officer Agreement allows for an option to purchase 1% of the Company’s post-IPO shares of the Common Stock according to the vesting schedule.

Alan Baumel, age 53, combines 20 years of experience in MedTech senior management following a 10-year career in the semiconductor industry. Previously, he had been involved in five companies in the MedTech industry, holding positions including Program Director, Senior Vice President, and Director. From 2019 through 2021, Mr. Baumel was the Program Director of the Case for Quality Collaborative Community at the Medical Device Innovation Consortium, a non-profit focused elevating the focus of all medical device stakeholders from baseline quality and regulatory compliance to sustained, predictive practices that advance medical device quality and safety to achieve better patient outcomes. From 2015 to 2019, he was the Senior Vice President of Product Development, Manufacturing, Quality Assurance, and Regulatory Affairs at Bardy Diagnostics, a company that developed the first and only P-wave centric ambulatory ECG monitor. Hillrom acquired Bardy Diagnostics in 2021. From 2012 to 2015, Mr. Baumel served in the medical division of W. L. Gore & Associates, a medical device company primarily focused on cardiac and vascular products. From 2009 to 2012, he was the Director of Reliability Engineering, Supplier Development, and Quality Assurance at Ablation Frontiers, a company that developed a novel anatomically shaped three-dimensional mapping and ablation catheter designed to treat Atrial Fibrillation. Medtronic acquired Ablation Frontiers in 2009. From 2002 to 2009, Mr. Baumel was the Director of Reliability Engineering, Supplier Development, and Quality Assurance at Cameron Health, a company that developed the first and only subcutaneous implantable cardiac cardioverter-defibrillator (S-ICD). Boston Scientific acquired Cameron Health in 2012. Mr. Baumel served honorably in the United States Navy and has an undergraduate degree with special distinction from The University of Oklahoma and a Master of Fine Arts from the Queens University of Charlotte.

Family Relationships

Mr. Baumel 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. Baumel reportable under Item 404(a) of Regulation S-K.

Item 5.02 of this Current Report on Form 8-K 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 10.1 and incorporated herein by reference.

On December 22, 2021, the Company issued a press release announcing the Appointments. 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
10.1	Form of Employment Agreement
99.1	Press Release

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: December 23, 2021

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

HEARTBEAM, INC.

December 20, 2021

Alan Baumel
3501 N. 25th St.
Phoenix, AZ 85016

Dear Alan:

This agreement (the "Agreement") supersedes your agreement of October 6, 2021 (the "Old Agreement"), both agreements between you and HeartBeam, Inc. (the "Company"). The Old Agreement reflected your responsibilities of primarily leading the effort to incorporate the Company's products onto an FDA-approved platform. This Agreement brings you into the Company, although your title remains unchanged, with added responsibilities in which you will report to the Chief Executive Officer of the Company and lead product development, manufacturing, quality assurance, and regulatory affairs.

You will officially be an officer of the Company, with the title of Chief Operating Officer, with an annual salary of \$200,000, which will be paid semi-monthly in accordance with the Company's normal payroll procedures. Your 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. Additionally, it is the intent of the Company's Board of Directors to establish a Company bonus program following the closing of the Company's initial public offering. 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 or its Compensation Committee, you will be granted an option to purchase 1% of the Company's post-IPO shares of the Common Stock (the "Option"), which is 82,000 shares. The exercise price per share of the Option will be based on the closing price of the Common Stock on Nasdaq: BEAT, when the Option was granted, which was \$4.25 per share. The Option will be subject to the terms as described in the Company's Stock Option Plan and the applicable Stock Option Agreement. You will vest 25% of the Option shares after 12 months of continuous service, including service prior to this current role, so effective October 6, 2021, and the balance will vest in equal monthly installments over the next 36 months of continuous service, as described in the applicable Stock Option Agreement.

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, 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 October 1, 2021. 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 President of the Company and you.

This Agreement supersedes all previous offer letters, including the Old Agreement.

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

Sincerely,

Signature: /s/ Branislav Vajdic

Name: Branislav Vajdic

Title: President and Chief Executive Officer

Agreed to and accepted:

Signature: /s/ Alan Baumel

Name: Alan Baumel

Enclosures
At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement



HeartBeam Appoints Alan Baumel as Chief Operating Officer

Commercial Medical Device Veteran to Lead Rollout of HeartBeam Platform Technology

SANTA CLARA, CA – December 22, 2024 HeartBeam, Inc (NASDAQ: BEAT), a developmental stage digital healthcare company with a proprietary ECG telemedicine technology to bring new capabilities to cardiovascular disease, has appointed Alan Baumel as Chief Operating Officer.

For over 35 years, Mr. Baumel has built a reputation as a highly experienced product development, manufacturing, quality assurance, and regulatory affairs professional. He has a strong record of ensuring efficient and successful product commercial approvals and launches at small and large organizations. Before joining HeartBeam, Mr. Baumel was Program Director of the Case for Quality Collaborative Community at Medical Device Innovation Consortium, where he elevated the focus of all medical device stakeholders from baseline quality and regulatory compliance to sustained, predictive practices that advance medical device quality and safety to achieve better patient outcomes. Previously he was Senior Vice President overseeing Product Development, Manufacturing, Quality Assurance, and Regulatory Affairs at Bardy Diagnostics (acquired by Hillrom), a medical device venture that developed the first and only P-wave centric ambulatory ECG monitor. He has also served with multiple medical device companies, including W. L. Gore & Associates, Ablation Frontiers (acquired by Medtronic), and Cameron Health (acquired by Boston Scientific).

As Chief Operating Officer, which is a new role at HeartBeam, Mr. Baumel will lead product development, manufacturing, quality assurance, and regulatory affairs.

“On behalf of our board and management team, we are privileged to be welcoming Alan to our Company, bringing over three decades of leadership in the medical device industry working to deliver products to market,” said Branislav Vajdic, PhD, Chief Executive Officer and Founder of HeartBeam. “His extensive experience and industry knowledge will be instrumental in accelerating our commercialization path and FDA product development. Alan’s deep experience, particularly with cardiac devices, is an ideal fit for our heart attack detection and monitoring technology solutions. Alan will not only solidify our core management team but also prepare the Company to commercialize and scale our technology.”

Mr. Baumel added, “Being part of an innovative company that is positioning itself to capture a large share of the MI detection market is a perfect fit for me. My immediate goals will be to enhance and streamline HeartBeam’s telehealth and ER software product development and regulatory plan, improve overall operations and move the Company toward its FDA studies and submissions and subsequent product launches. I look forward to working with Branislav and the team and leveraging my experience and clinical relationships to drive HeartBeam’s commercialization success.”

About HeartBeam, Inc.

HeartBeam, Inc. (NASDAQ: BEAT) is a development stage digital healthcare company with proprietary ECG telemedicine technology that will redefine the way high-risk cardiovascular patients are diagnosed

in an ambulatory setting at any time and any place. Its breakthrough solution employs a reusable, credit card-sized, 3D vector ECG recording device and cloud-based software capable of assisting a physician in diagnosing a wide range of cardiovascular diseases. HeartBeam is initially focusing on a huge unmet need of helping diagnose heart attacks in patients outside of a medical institution. No single lead ECG technology can offer patients and their physicians this value. This underserved market is several times larger than the cardiac arrhythmia detection market based on the prevalence of patients with coronary artery disease at high risk of heart attack. For more information, visit www.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 recently filed Registration Statement on Form S-1, which can be found on the SEC’s website 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.

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