

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): May 4, 2023

Pulse Biosciences, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37744
(Commission
File Number)

46-5696597
(IRS Employer
Identification No.)

3957 Point Eden Way
Hayward, California 94545
(Address of Principal Executive Offices) (Zip Code)

510-906-4600
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common stock, \$0.001 par value per share	PLSE	The Nasdaq Stock Market

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The board of directors of Pulse Biosciences, Inc. (the “Company”) has approved certain changes to the compensation payable to the Company’s Chief Executive Officer, Kevin Danahy, and to its Chief Technology Officer, Darrin Uecker. Pursuant to amendments dated May 4, 2023 and May 5, 2023, respectively, Messrs. Danahy and Uecker will each receive base salary compensation of \$450,000 per year, less applicable withholdings, and new cash bonus targets of 88.88%. Previously, both executive officers had salaries equal to \$400,000 per year and 100% bonus targets.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment to Employment Agreement, between Kevin Danahy and Pulse Biosciences, Inc., dated May 4, 2023.
10.2	Amendment to Employment Agreement, between Darrin Uecker and Pulse Biosciences, Inc., dated May 5, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

PULSE BIOSCIENCES, INC.

Date: May 5, 2023

By: /s/ Kevin P. Danahy

Kevin P. Danahy

Chief Executive Officer

PULSE BIOSCIENCES, INC.
SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This second amendment (this “**Amendment**”) is entered into effective as of April 29, 2023 (the “**Amendment Date**”) by and between Kevin Danahy (“**Executive**”) and Pulse Biosciences, Inc. (the “**Company**,” and together with Executive, the “**Parties**”).

WHEREAS, the Parties entered into an employment agreement dated February 9, 2022 (as previously amended, the “**Employment Agreement**”);

WHEREAS, the Parties desire to amend certain provisions of the Employment Agreement related to Executive’s base compensation and bonus target;

NOW, THEREFORE, in considerations of the promises, mutual covenants, and above recitals, including Executive’s eligibility to receive substantially increased base compensation, the sufficiency of which is hereby acknowledged, Executive and the Company hereby agree as follows:

- Sections 3(a) and (b) of the Employment Agreement, titled “Compensation,” are hereby amended and restated in their entirety as follows:

“(a) **Base Salary**. During the Employment Term, the Company will pay Executive an annual salary of \$450,000.00 as compensation for Executive’s services (the “**Base Salary**”). The Base Salary will be paid periodically (but not less frequently than bi-monthly) in accordance with the Company’s normal payroll practices and be subject to the usual required withholdings. Executive’s salary will be subject to review and adjustments will be made based upon the Company’s normal performance review practices.

(b) **Annual Bonus**. Executive will be eligible to receive an annual bonus of up to 88.88% of Executive’s base salary (the “**Target Bonus**”) less applicable withholdings, prorated for the period from the Start Date through the end of the Company’s fiscal year 2022, upon the attainment of annual designated corporate goals and milestones, in each case set and measured in the good faith discretion of the Board at a time consistent with the other executives of the Company. Executive’s eligibility, and the terms and conditions, for the Target Bonus will be documented and issued to Executive if and when approved by the Board. If awarded, the Target Bonus will be paid prior to the later of (i) the fifteenth (15th) day of the third (3rd) month following the close of the Company’s fiscal year in which the Target Bonus is earned or (ii) March 15 following the calendar year in which the Target Bonus is earned, provided that the Employment Term extends through the date of payment.”

- Full Force and Effect**. To the extent not expressly amended hereby, the Employment Agreement shall remain in full force and effect.
- Counterparts**. This Amendment may be executed in counterparts, all of which together shall constitute one instrument, and each of which may be executed by less than all of the parties to this Amendment.
- Governing Law**. This Amendment will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

IN WITNESS WHEREOF, each of the Parties has executed this Amendment, in the case of the Company by its duly authorized officer, effective as of the Amendment Date.

**PULSE BIOSCIENCES,
INC.**

/s/ Robert Duggan
By: Robert Duggan
Its: Executive Chairman
Date: May 4, 2023

EXECUTIVE

/s/ Kevin Danahy
By: Kevin Danahy
Date: May 4, 2023

PULSE BIOSCIENCES, INC.

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This third amendment (this “**Amendment**”) is entered into effective as of April 29, 2023 by and between Darrin Uecker (“**Executive**”) and Pulse Biosciences, Inc. (the “**Company**,” and together with Executive, the “**Parties**”).

WHEREAS, the Company and Executive entered into an employment agreement dated September 8, 2015 (as amended, the “**Employment Agreement**”);

WHEREAS, the Parties desire to amend certain provisions of the Employment Agreement related to Executive’s base compensation and bonus target;

NOW, THEREFORE, in considerations of the promises, mutual covenants, and above recitals, including Executive’s eligibility to receive substantially increased base compensation, the sufficiency of which is hereby acknowledged, Executive and the Company hereby agree as follows:

- Sections 3(a) and 3(e) of the Employment Agreement, titled “Compensation,” are hereby amended and restated in their entirety as follows:

“(a) **Base Salary**. During the Employment Term, the Company will pay Executive an annual salary of \$450,000.00 as compensation for Executive’s services (the “**Base Salary**”). The Base Salary will be paid periodically (but not less frequently than bi-monthly) in accordance with the Company’s normal payroll practices and be subject to the usual required withholdings. Executive’s salary will be subject to review and adjustments will be made based upon the Company’s normal performance review practices. . . .

(e) **Annual Bonus**. Executive will be eligible to receive an annual bonus of up to 88.88% of Executive’s base salary (the “**Target Bonus**”) less applicable withholdings, prorated for the period from the Start Date through the end of the Company’s fiscal year 2022, upon the attainment of annual designated corporate goals and milestones, in each case set and measured in the good faith discretion of the Board at a time consistent with the other executives of the Company. Executive’s eligibility, and the terms and conditions, for the Target Bonus will be documented and issued to Executive if and when approved by the Board. If awarded, the Target Bonus will be paid prior to the later of (i) the fifteenth (15th) day of the third (3rd) month following the close of the Company’s fiscal year in which the Target Bonus is earned or (ii) March 15 following the calendar year in which the Target Bonus is earned, provided that the Employment Term extends through the date of payment.”

- Full Force and Effect**. To the extent not expressly amended hereby, the Employment Agreement as previously amended shall remain in full force and effect.
- Counterparts**. This Amendment may be executed in counterparts, all of which together shall constitute one instrument, and each of which may be executed by less than all of the parties to this Amendment.
- Governing Law**. This Amendment will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

IN WITNESS WHEREOF, each of the Parties has executed this Amendment, in the case of the Company by its duly authorized officer, effective as of the Amendment Date.

**PULSE BIOSCIENCES,
INC.**

/s/ Kevin Danahy
By: Kevin Danahy
Its: Chief Executive
Officer
Date: May 5, 2023

EXECUTIVE

/s/ Darrin Uecker
By: Darrin Uecker
Date: May 5, 2023