

**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): February 19, 2021

**SINTX Technologies, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-33624**  
(Commission  
File Number)

**84-1375299**  
(IRS Employer  
Identification No.)

**1885 West 2100 South**  
**Salt Lake City, UT 84119**  
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: **(801) 839-3500**

(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:

- 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:

<u>Title of each class:</u>	<u>Trading Symbol(s):</u>	<u>Name of each exchange on which registered:</u>
Common Stock, par value \$0.01 per share	SINT	The NASDAQ Capital Market

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

Emerging growth company

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

**Item 1.01. Entry into a Material Definitive Agreement.**

On February 25, 2021, SINTX Technologies, Inc. (the "Company") announced that it had entered into a Patent License Agreement (the "Agreement") with O2 Design, Inc. ("O2 Design"), to commercialize face masks and mask filters that incorporate the Company's sintered silicon nitride intended to inactivate the SARS-CoV-2 virus.

Under the terms of the Agreement, the Company granted O2 Design an exclusive world-wide license under certain of the Company's patents to make, use, and sell face masks and mask filters incorporating the Company's proprietary silicon nitride materials for the purpose of enhancing the anti-viral properties of the face masks and mask filters, in partial consideration of an upfront fee by O2 Design, royalties on the sale of face masks and mask filters incorporating silicon nitride materials and potential performance-based milestone payments. There can be no assurances that a mask will be developed or that any of these milestones will be met. The date by when the payment schedules for the upfront fees and royalties will go into effect shall be the same date as when a face mask incorporating silicon nitride becomes available to sell. The Agreement also contains certain commercial diligence milestones with respect to timing for development of the face mask and minimum net sales to be met in order to retain the exclusive license to the Company patents.

The Company will be the exclusive supplier of silicon nitride to O2 Design. The Company has agreed to supply to O2 Design its commercially reasonable requirements of the Company's sintered silicon nitride powder (the "Material"). The Company has agreed to exercise commercially reasonable efforts to manufacture the Material more efficiently and to pass on any savings to O2 Design. The parties agreed to enter into a commercially standard supply agreement ("Supply Agreement") within 30 days of execution of the Agreement. The Supply Agreement will address, among other things, reasonable forecasting requirements and commitments, requirements, and specifications relating to the delivery of the Material, shipping requirements, product acceptance, rejection and returns, recalls, quality control and assurance, regulatory matters, returns, liability, indemnification, and other topics addressed in industry standard supply agreements for comparable types of products to be used in the medical industry.

O2 Design has agreed to indemnify the Company, and hold harmless and defend the Company and its officers, directors, trustees, employees and agents against any and all claims, suits, losses, damages, costs, liabilities, fees and expenses based on, resulting from or arising out of: (i) the exercise of any license granted under the Agreement; and,

(ii) any act, error or omission of O2 Design, or its officers, directors, employees or agents, including any breach of the Agreement, any claim or negligent acts or omissions or misconduct, and product liability claim to the extent any such claims result from grossly negligent acts or omissions or willful misconduct.

Unless earlier terminated, the Agreement will expire on February 18, 2023. The Company may terminate the Agreement if O2 Design should: (a) fail to deliver to the Company any statement or report required when due; (b) fail to make any payment at the time that the same should be due; (c) violate or fail to perform any material covenant, condition, or undertaking of the Agreement to be performed by it; (d) cease use of commercially diligent efforts to commercialize a product; (e) file a bankruptcy action, or have a bankruptcy action against it, or become insolvent; or (f) enter into a composition with creditors, or have a receiver appointed for it. The Company may give written notice of such default to O2 Design. If O2 Design should fail to cure such default within ninety (90) days of such notice, the rights, privileges, and license granted under the Agreement will automatically terminate. Additionally, if O2 Design ceases to carry on its business with respect to the rights granted in the Agreement, the Agreement will terminate upon thirty (30) days written notice by the Company. No termination of this Agreement by the Company will relieve O2 Design of its obligation to pay any monetary obligation due or owing at the time of such termination and shall not impair any accrued right of the Company.

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O2 Design may terminate this Agreement, in whole or as to any specified patent, at any time and from time to time without cause, by giving written notice thereof to the Company. Such termination shall be effective one hundred twenty (120) days after such notice and all O2 Design's rights associated therewith shall cease as of that date. Any termination by O2 Design will not relieve O2 Design of any obligation or liability accrued hereunder prior to such termination or rescind or give rise to any right to rescind any payments made or other consideration given to the Company prior to the time such termination becomes effective.

Upon expiration or termination of the Agreement by either party, O2 Design will provide Company with a written inventory of all product in process of manufacture, in use or in stock. O2 Design may dispose of any such product within the ninety (90) day period following such expiration or termination, provided, however, that O2 Design will pay royalties and render reports to Company in the manner specified in the Agreement.

The foregoing description of certain terms of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement that the Company intends to file as an exhibit to its Quarterly Report on Form 10-Q for the period ended March 30, 2021, or other report that the Company may file with the Securities and Exchange Commission (the "SEC"). The Company intends to claim confidential treatment for certain portions of the Agreement pursuant to Item 601(b)(10) of Regulation S-K.

#### **Item 7.01 Regulation FD Disclosure.**

On February 25, 2021, the Company issued a press release with respect to entering into a patent license agreement with O2 Design, Inc. A copy of this press release is filed herewith as Exhibit 99.1 and is incorporated herein by reference.

This information is intended to be furnished under Item 7.01 of Form 8-K and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

#### **Item 9.01 Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
99.1	<a href="#">Press Release of SINTX Technologies, Inc. dated February 25, 2021.</a>

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#### 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.

SINTX Technologies, Inc.

Date: February 25, 2021

By: /s/ B. Sonny Bal

B. Sonny Bal  
Chief Executive Officer

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## O2TODAY and SINTX Technologies Enter Commercialization Agreement to Fight COVID-19



(Caption: O2TODAY and SINTX executives signed an agreement to commercialize a “catch-and-kill” mask that will inactivate COVID-19 and other respiratory viruses.)

SALT LAKE CITY, UT, February 25, 2021 (GLOBE NEWSWIRE) – O2TODAY (“O2TODAY”), a mask company that develops, manufactures and commercializes face masks for medical and non-medical uses, and SINTX Technologies, Inc. (NASDAQ: SINT) (“SINTX” or the “Company”) ([www.sintx.com](http://www.sintx.com)), an original equipment manufacturer (OEM) of silicon nitride ceramics, announced today they have entered into a worldwide exclusive licensing agreement.

O2TODAY expects to release their first consumer mask integrated with SINTX’s silicon nitride during 2021. The mask will inactivate pathogens in the fabric itself, therefore reducing the spread of viral diseases and effectively fighting against COVID-19. Since the outbreak of COVID-19, SINTX Technologies has been testing the antiviral properties of silicon nitride for use in antipathogenic applications. Rigorous safety, efficacy, and wearability tests are currently underway.

O2TODAY and SINTX entered a collaboration during 2020 shortly after the COVID-19 pandemic was underway. The newly announced and signed Technology License Agreement is a 2-year engagement, with an option for extension. The agreement includes a license fee, a commercial agreement on silicon nitride sales, and royalties based upon product sales of the masks and filters.

“We are thrilled to enter this agreement with SINTX Technologies, a company that has a remarkable history of conducting the science and developing products based on silicon nitride and its various formulations,” said Bruce Lorange, CEO of O2TODAY. “We are passionate about respiratory health, and have been an innovator in the design, and manufacturing of protective face wear that reduces exposure to airborne threats since 2015. We believe that this agreement will position O2TODAY as a market leader in the next generation of face masks to combat COVID-19 and other air-borne ailments caused by viruses and bacteria.”

“The development of a catch-and-kill mask containing SINTX’s silicon nitride is an important step towards offering viral protection to healthcare professionals and the general public,” said Dr. Sonny Bal, CEO and President of SINTX Technologies. “Given the effectiveness of silicon nitride in inactivating pathogens, there is an opportunity to turn what has been single-use masks into a reusable PPE, thereby extending their life for healthcare workers and essential personnel.”

O2TODAY products are distributed through airport and travel retailers, direct-to-consumer, enterprise, and healthcare channels. COVID-19 has boosted the market demand for respiratory and surgical masks with overall shipments estimated to reach over 10 billion units by 2025. Beyond COVID-19, there is a global need for respiratory hygiene, and the global reusable mask market is expected to continue growing. In addition to disease-causing viruses and bacteria, particulate pollution, dust, and smoke, and respiratory diseases are a reality in many countries, including the U.S.

To control the supply chain from raw material to finished goods, and to meet the global demand for face masks driven by COVID-19, O2TODAY established a new production facility in Salt Lake City, close to SINTX’s manufacturing plant. O2TODAY produces a range of products including surgical and N95 health care respirator masks, as well as replacement filters for its line of reusable face masks.

### About O2TODAY

O2TODAY ([www.O2TODAY.com](http://www.O2TODAY.com)) is a privately-held company with its headquarters located in Salt Lake City, Utah. Even before the COVID-19 pandemic, O2TODAY designed and manufactured its proprietary face mask technology that helps reduce exposure to health threats resulting from respiratory droplets, pathogens, allergens, dust, wildfire haze, and other forms of PM 2.5 particulate pollution. As a member of 1% For The Planet, O2TODAY supports organizations driving initiatives to combat air pollution, the leading environmental health threat on the planet, and promoting public health through education of the medical risks resulting from harmful air quality.

For more information on O2TODAY or its products, please visit [www.O2TODAY.com](http://www.O2TODAY.com).

### About SINTX Technologies, Inc.

SINTX Technologies is an OEM ceramics company that develops and commercializes silicon nitride for medical and non-medical applications. The core strength of SINTX Technologies is the manufacturing, research, and development of silicon nitride ceramics for external partners. The Company presently manufactures silicon nitride powders and components in its FDA registered and ISO 13485:2016 certified manufacturing facility.

For more information on SINTX Technologies or its silicon nitride material platform, please visit [www.sintx.com](http://www.sintx.com).

### Forward-Looking Statements

SINTX Technologies: This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (PSLRA) that are subject to a number of risks and uncertainties. Risks and uncertainties that may cause such differences include, among other things, SINTX’s ability to complete its obligations under the agreement; the collaboration with O2TODAY may not result in the development of any products; that SINTX has not as yet developed any products with antiviral properties which incorporate the use of silicon nitride; products developed under the joint development agreement may not be effective against the SARS-CoV-2 virus; incorporation of silicon nitride into personal protective equipment may not be safe or effective; volatility in the price of SINTX’s common stock; the uncertainties inherent in new product development, including the cost and time required to commercialize such product(s); market acceptance of our products once commercialized; SINTX’s ability to raise additional funding and other competitive developments. Readers are cautioned not to place undue reliance on the forward-looking statements, which speak only as of the date on which they are made and reflect management’s current estimates, projections, expectations and beliefs. There can be no assurance that any of the anticipated results will

occur on a timely basis or at all due to certain risks and uncertainties, a discussion of which can be found in SINTX's Risk Factors disclosure in its Annual Report on Form 10-K, filed with the Securities and Exchange Commission (SEC) on March 26, 2020, and in SINTX's other filings with the SEC. SINTX disclaims any obligation to update any forward-looking statements. SINTX undertakes no obligation to publicly revise or update the forward-looking statements to reflect events or circumstances that arise after the date of this report.

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