

**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): **December 12, 2024**

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:

Title of each class:

Common Stock, par value \$0.01 per share

Trading Symbol(s):

SINT

Name of each exchange on which registered:

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

On December 12, 2024, SINTX Technologies, Inc. (the "Company") entered into an amendment (the "Amendment") to the previously executed Change in Control Agreement (the "Agreement") with its Chief Executive Officer and President Eric K. Olson. The amendment increased the Severance Compensation, as defined in the Agreement, from an amount equal to one times Executive's highest Annual Salary with the Company during the preceding three-year period to an amount equal to two-times (2) times the Executive's highest Annual Salary with the Company during the preceding three-year period, including the year of such termination. All other provisions of the Agreement remain the same.

The Company also entered into a Change of Control Agreement (the "Change of Control Agreement") with Gregg Honigblum, the Company's Chief Strategy Officer. Among other things, the Change in Control Agreement provides that upon the consummation of a change in control, all outstanding options, restricted stock and other such rights held by the executive will fully vest. Additionally, if a change in control occurs and at any time during the one-year period following the change in control (i) we or our successor terminate the executive's employment other than for cause (but not including termination due to the executive's death or disability) or (ii) the executive terminates his employment for good reason, then such executive has the right to receive (i) payment consisting of a lump sum payment equal to two times his highest annual salary with us during the preceding three-year period, including the year of such termination and including bonus payments (measured on a fiscal year basis), but not including any reimbursements and amounts attributable to stock options and other non-cash compensation and (ii) continued health insurance coverage under the Company's health plan for a period of 12 months following termination.

"Change in control" is defined in the Change of Control Agreement as occurring upon: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becoming the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities representing 50% or more of the total voting power represented by our then outstanding voting securities (excluding securities held by us or our affiliates or any of our employee benefit plans) pursuant to a transaction or a series of related transactions which our board did not approve; (ii) a merger or consolidation of our company, other than a merger or consolidation which would result in our voting securities outstanding immediately prior thereto continuing to represent at least 50% of the total voting securities or such surviving entity or

parent of such corporation outstanding immediately after such merger or consolidation; (iii) the approval by our stockholders of an agreement for the sale or disposition of all or substantially all of our assets; (iv) or a change in the composition of the Board of Directors whereby individuals who were members of the Board of Directors immediately prior to the agreement cease to constitute a majority of the Board of Directors. As defined in the agreements, "cause" means: (i) the executive's commission of a felony (other than through vicarious liability or through a motor vehicle offense); (ii) the executive's intentional misconduct that causes material harm to the Company, provided that such misconduct is not rectifiable or remains uncorrected after written notice and a 30-day cure period; (iii) the commission by the executive of an act of fraud, embezzlement or misappropriation of funds; (iv) a material breach by the executive of any material provision of any agreement to which the executive and we are party, which breach is not cured within 30 days after our delivery to the executive of written notice of such breach; or (v) the executive's refusal to carry out a lawful written directive from our board. "Good reason" as defined in the agreements means, without the executive's consent: (i) a change in the principal location at which the executive performs his duties to a new work location that is at least 500 miles from the prior location; or (ii) a material change in the executive's compensation, authority, functions, duties or responsibilities, which would cause his position with us to become of less responsibility, importance or scope than his prior position, provided, however, that such material change is not in connection with the termination of the executive's employment with us for any reason.

In the event that an officer entitled to receive or receives payment or benefit under the Change in Control Agreements described above, or under any other plan, agreement or arrangement with us, or any person whose action results in a change in control or any other person affiliated with us and it is determined that the total amount of payments will be subject to excise tax under Section 4999 of the Internal Revenue Code, or any similar successor provisions, we will be obligated to pay such officer a "gross up" payment to cover all taxes, including any excise tax and any interest or penalties imposed with respect to such taxes due to such payment. Under the Agreement, Mr. Olson's receipt of such severance payments is subject to his execution and delivery of a general release of claims in favor of the Company.

The foregoing descriptions of the Amendment to Mr. Olson's Change in Control Agreement and the description of Mr. Honigblum's Change of Control Agreement are qualified in their entirety by reference to the full text of the Amendment and Change of Control Agreement, copies of which will be filed as exhibits to the Company's Annual Report on Form 10-K for the calendar year ending December 31, 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.

SINTX Technologies, Inc.

Date: December 13, 2024

By: /s/ Eric K. Olson

Eric K. Olson
Chief Executive Officer
