

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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): March 9, 2022

**SIGYN THERAPEUTICS, INC.**

(Exact Name of Registrant as Specified in Its Charter)

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

**333-204486**  
(Commission  
File Number)

**47-2573116**  
(IRS Employer  
Identification No.)

2468 Historic Decatur Road  
Suite 140  
San Diego, California  
(Address of principal executive offices)

92106  
(Zip Code)

**Registrant's telephone number, including area code: 619.368.2000**

Prior address and phone number:

2468 Historic Decatur Road, Suite 140  
San Diego, CA  
(Address of principal executive offices)

92106  
(Zip Code)

619.353.080072

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:**

<b>Title of each class</b>	<b>Trading Symbol</b>	<b>Name of each exchange on which registered</b>
None	None	None

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.

*As used herein, the terms, "we," "us," "our," and the "Company" refers to Sigyn Therapeutics, Inc., a Delaware corporation and its subsidiaries, unless otherwise stated.*

**CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

This Form 8-K and other reports filed by Sigyn Therapeutics, Inc. ("Sigyn" or the "Company") from time to time with the Securities and Exchange Commission (collectively, the "Filings") contain or may contain forward looking statements and information that are based upon beliefs of, and information currently available to, the Company's management as well as estimates and assumptions made by the Company's management. When used in the filings the words "anticipate", "believe", "estimate", "expect", "future", "intend", "plan" or the negative of these terms and similar expressions as they relate to the Company or Company's management identify forward looking statements. Such statements reflect the current view of the Company with respect to future events and are subject to risks, uncertainties, assumptions and other factors relating to the Company's industry, the Company's operations and results of operations and any businesses that may be acquired by the Company. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Although the Company's management believes that the expectations reflected in the forward looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, the Company does not intend to update any of the forward-looking statements to conform these statements to actual results. The following discussion should be read in conjunction with the Company's pro forma

financial statements and the related notes filed with this Form 8-K.

#### Item 1.01 Entry Into a Material Definitive Agreement

See Item 5.02 below.

#### Item 5.02 Appointment of Executive Officer

The Board of Directors of Sigyn Therapeutics, Inc. (“the Company”) appointed Jeremy Ferrell, CPA, MBA as Chief Financial Officer (“CFO”), effective March 9, 2022.

As CFO, Mr. Ferrell will have overall responsibility for operational finance, budgeting, and financial reporting, as well as helping to manage Sigyn’s relationships and interactions with the investment community.

Mr. Ferrell has more than 25 years of finance and operations leadership experience, with expertise in venture capital; mergers and acquisitions; due diligence; initial public offerings; strategic alliance negotiation; and financial planning and reporting. He was most recently CFO at Miku, Inc., a privately held consumer hardware and tele-health company, where he managed a successful seed financing round and led Miku’s transition from its parent to an independent company. Previously, he founded a Fractional CFO Services firm, where he served as CFO for various life sciences and technology companies, including Singular Genomics, Inc., Aspen Neuroscience, Inc., and Hydruo, Inc. Before that, he served as Corporate Controller for ecoATM, Inc., which was acquired by Outerwall, Inc. in 2013. Earlier in his career, Mr. Ferrell practiced as a certified public accountant. Mr. Ferrell received his Bachelor of Science degree in Accountancy from Liberty University and his Master of Business Administration degree in International Finance from the Thunderbird School of Global Management.

Effective as of the same date, the Company entered into an employment agreement with Mr. Ferrell (the “Agreement”) with a base salary of \$250,000 per year and an annual bonus of up to 40% of the base salary. The Agreement is of indefinite duration and is terminable at will. Mr. Ferrell will receive stock options to purchase up to 600,000 shares of Sigyn Therapeutics common stock at the closing market value on the option grant date. The option grant is subject to the establishment and approval of an employee option program. The targeted implementation of employee option plan is ninety dates of start date. One quarter of the shares shall vest on the option issuance date with an equal amount vesting on the following three option anniversary dates. The option shall adjust accordingly to correspond with any corporate stock split. The Agreement contains other commercially standard terms for a transaction of this type and nature.

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

99.1 [Employment Agreement, effective March 9, 2022](#)  
104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

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#### SIGNATURES

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

**SIGYN THERAPEUTICS, INC.**

Date: March 9, 2022

By: /s/ James A. Joyce

James A. Joyce, Chairman and CEO

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**Sigyn Therapeutics, Inc.**  
**Employment Term Sheet for**  
**Jeremy Ferrell**

This term sheet ("Term Sheet") sets forth the material terms of an employment agreement and other compensatory arrangements to be executed by Sigyn Therapeutics, Inc. ("Company") and ("Employee") (collectively, the "Parties").

<b>Employer:</b>	<b>Sigyn Therapeutics, Inc.</b>
<b>Employee:</b>	<b>Jeremy Ferrell</b>
<b>Position:</b>	<u>Chief Financial Officer</u> Employee shall report directly to the CEO and provide: <ul style="list-style-type: none"> <li>• Financial and accounting functions</li> <li>• Ability to work with bankers as the CEO closes financing deals</li> <li>• Audit and Tax -related functions</li> <li>• Assist in the management of investor relations programs</li> <li>• Prepare accurate external financial reports to the SEC, including the preparation, review, submission, and distribution of periodic financial reports, such as 10-K, 10-Q, 8K's and proxy statements.</li> </ul>
<b>Start Date:</b>	Employment shall begin on March 9, 2022 ("Start Date").
<b>Term:</b>	The employment relationship will be of indefinite duration and is terminable at-will subject to the terms and conditions of this Term Sheet.
<b>Annual Base Salary:</b>	\$250,000 ("Base Salary"). Base Salary for calendar year 2022 shall be pro-rated based on the Start Date.
<b>Annual Bonus:</b>	Employee is eligible to earn an annual discretionary bonus not to exceed 40% of Employee's then-current Base Salary.
<b>Standard Benefits:</b>	Standard benefits on the same basis as other senior executives of Company (medical, dental, vision coverage for Employee and dependents, eligibility to participate in any Company stock plan, etc.). In addition, Employee shall be entitled to three weeks of paid vacation per calendar year increasing to four weeks beginning with the fifth year of service.
<b>Stock Options:</b>	Stock options to purchase up to 600,000 shares of Sigyn Therapeutics common stock at the closing market value on the option grant date. The option grant is subject to the establishment and approval of an employee option program. The targeted implementation of employee option plan is ninety dates of start date. One quarter of the shares shall vest on the option issuance date with an equal amount vesting on the following three option anniversary dates. The option shall adjust accordingly to correspond with any corporate stock split.
<b>Severance Benefits:</b>	If Employee's employment is terminated by Company due to change in control (as defined below) or any of the following: (a) reduction in Base Salary, (b) change in role and responsibilities, (c) move or decision to move corporate office 30 miles from existing location, it shall be considered a

termination of Employee's employment by Company and will trigger the Severance Benefits described herein. Employee shall be entitled to receive the following: (3) three months of the Base Salary and prorated bonus in effect as of the date of Employee's separation from the Company; and (2) an immediate vesting of all outstanding stock options that were due to vest during the calendar year of the Employee's separation and the continuation of exercise rights until the original stock option termination date ("Severance Benefits").

**Change in Control Definition:**

A "Change of Control" shall be deemed to have occurred if, after the Effective Date, (i) the beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of securities representing more than 50% of the combined voting power of the Company is acquired by any "person" as defined in sections 13(d) and 14(d) of the Exchange Act (other than the Company, any subsidiary of the Company, or any trustee or other fiduciary holding securities under an employee benefit plan of the Company), (ii) the merger or consolidation of the Company with or into another corporation where the shareholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, shares representing in the aggregate 50% or more of the combined voting power of the securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any) in substantially the same proportion as their ownership of the Company immediately prior to such merger or consolidation, or (iii) the sale or other disposition of all or substantially all of the Company's assets to an entity, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned directly or indirectly by shareholders of the Company, immediately prior to the sale or disposition, in substantially the same proportion as their ownership of the Company immediately prior to such sale or disposition.

By signing below, the Parties agree that they shall work together in good faith to promptly complete and execute a full employment agreement and ancillary documents that are consistent in all respects with the terms contained in this Term Sheet, provided that the Parties agree that this Term Sheet shall be binding upon Company and Employee as of the date of full execution of the Term Sheet unless and until superseded by such full documentation.

Company warrants and represents that it has full authority and all necessary approvals to enter into this Term Sheet.

**SIGNED** for and on behalf of **Sigyn Therapeutics, Inc.**  
by James A. Joyce, Chief Executive Officer

DocuSigned by:  
*James Joyce*  
42D74E1F02F7483...

James A. Joyce  
2/25/2022

Date

**SIGNED** by Jeremy Ferrell

DocuSigned by:  
*Jeremy Ferrell*  
EA1C1CF7A4E84EA...

Jeremy Ferrell  
2/25/2022

Date