

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): **September 4, 2020**

BYRNA TECHNOLOGIES INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

333-132456
(Commission File Number)

71-1050654
(IRS Employer Identification No.)

100 Burt Road, Suite 115
Andover, MA 01810
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(978) 868-5011**
(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))

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.

Securities registered pursuant to Section 12(b) of the Act: **None**

Item 1.01. Entry into a Material Definitive Agreement.

Item 2.02. Results of Operations and Financial Condition.

On September 10, 2020, the Company issued a press release announcing various business developments. Specifically, the Company announced that: (i) it finished the fiscal third quarter of 2020, ending August 31st, with quarterly sales of approximately \$4.2 million, (ii) domestic sales accounted for 88% of the Company's third quarter revenues and international sales accounted for 12% of its third quarter revenues, (iii) 75% of the Company's third quarter sales came from e-commerce, 16% came from brick & mortar dealers and 9% from law enforcement agencies, (iv) its 2020 year-to-date sales, as of August 31, 2020, were approximately \$5.6 million compared to total sales of \$424,000 for the same period in 2019, (v) it sold 10,800 Bynra HD's during the third quarter, (vi) its production climbed to 14,874 units for the third quarter with the Company producing 1,756 units in June, 2,941 units in July and 10,177 units in August, and (vii) it had a backlog of approximately 23,300 units or \$10.4 million, up from \$193,000 as of May 31, 2020. A copy of the press release is furnished as Exhibit 99.1 to this current report on Form 8-K.

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

On September 4, 2020, the Board of Directors of Byrna Technologies Inc. (the "Company") approved entry into a new employment agreement with Bryan Ganz to continue to serve as the Chief Executive Officer of the Company (the "Employment Agreement"). The Employment Agreement, which is subject to approval of the Company's stockholders, is effective as of August 31, 2020 (the "Effective Date") and has a term of three (3) years from the Effective Date, unless terminated earlier pursuant to the terms of the Employment Agreement.

Pursuant to the Employment Agreement, Mr. Ganz will earn \$450,000 per year, in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly, which shall be effective retroactively from June 1, 2020. In addition to his base salary, Mr. Ganz will be entitled to a discretionary cash bonus equal to up to one hundred percent (100%) of his base salary (the "Maximum Bonus Amount"), to be based on criteria established and approved by the Compensation Committee of the Board.

In addition, subject to compliance with applicable law and such approvals as may be required by the exchanges on which the Company's common stock is listed at the time of the grant, Mr. Ganz shall be granted 9,000,000 restricted stock unit awards ("RSUs"). The RSUs shall have a "double trigger" for vesting based on stock price and time, as follows: (1) one-third of the RSUs will be triggered when the Company's stock trades above \$2.00 on a 20-day volume weighted average closing price ("VWAP"), the second one-third of the RSUs will be triggered when the Company's stock trades above \$3.00 on a 20-day VWAP, and the final one-third of the RSUs will be triggered when the stock trades above \$4.00 on a 20-day VWAP and (2) Mr. Ganz must remain employed by the Company for three years from the Effective Date for the RSU's to vest (the "Time Trigger").

Upon termination without "Cause" or resignation for "Good Reason," Mr. Ganz will receive: (a) twelve (12) months' salary plus an amount equal to the Maximum Bonus Amount, (b) the benefit of the Time Trigger if the price triggers are satisfied within twelve (12) months of the date of termination, (c) the Company shall reimburse him for the monthly COBRA premium paid for himself and his dependents until the earliest of: (i) the twelve-month anniversary of the termination date; (ii) the date he is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which he receives/becomes eligible to receive substantially similar coverage from another employer or other source.

If such termination without "Cause" or resignation for "Good Reason" follows a Change in Control both the time and price triggers shall be deemed satisfied with respect to all RSUs and such RSUs shall immediately vest. In addition, in the event that the Company is acquired and ceases to exist as a separate publicly traded entity, all triggers will be deemed satisfied and all RSU's shall vest so that the Executive may tender his underlying shares as part of the sale of Byrna to the Acquiring Company.

Mr. Ganz also entered into a non-compete and non-solicitation agreement with the Company, pursuant to which Mr. Ganz agreed not to compete with the Company or solicit the Company's employees, customers or suppliers for a period of one year after the termination date.

This summary description is qualified in its entirety by reference to the Employment Agreement, which is filed as Exhibit 10.1, to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

[10.1](#) Employment Agreement, dated September 4, 2020, by and between Byrna Technologies Inc. and Bryan Ganz

[99.1](#) Press Release, dated September 10, 2020

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.

Date: September 11, 2020

BYRNA TECHNOLOGIES INC.

By: /s/ Bryan Ganz

Name: Bryan Ganz

Title: Chief Executive Officer

Execution Version

Employment Agreement

This Employment Agreement (the “**Agreement**”) is made and entered into as of August 31, 2020, by and between Bryan Ganz (the “**Executive**”) and Byrna Technologies, Inc. (the “**Company**”).

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, subject to approval by a majority vote of the issued and outstanding shares of the Company, the parties agree as follows:

1. Term of Employment/Prior Employment Agreements. The Executive’s employment hereunder shall be effective as of August , 2020 (the “**Effective Date**”) and shall continue for three (3) years thereafter unless terminated earlier pursuant to this Agreement. Unless renewed in a writing signed by both the Company and Executive, this Agreement shall terminate on the third anniversary of the Effective Date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the “**Employment Term.**” As of the Effective Date, all prior employment agreements, oral or written, between Executive and the Company shall terminate. Executive shall, however, remain entitled to any vested benefits or compensation he has earned under any prior employment agreement.

2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as the Chief Executive Officer of the Company and shall report to the Board of Directors (the “**Board**”). In such position, the Executive shall have such duties, authority, and responsibility as are consistent with the Executive’s position.

2.2 Duties. During the Employment Term, the Executive shall devote substantially all of his business time and attention to the performance of the Executive’s duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Board. For the avoidance of doubt, it is expressly stated that Executive’s position as a Principal of Scudder Bay Capital and its affiliates, a non-managerial position, does not conflict with his duties under this Agreement. Notwithstanding the foregoing, the Executive will be permitted to serve on up to an aggregate of two (2) corporate boards or advisory boards, provided that such activities do not, individually or in the aggregate, conflict with the performance of the Executive’s duties under this Agreement and do not cause the Executive to violate the commitment above to devote substantially all of his business time and attention to his duties hereunder. Nothing herein shall prohibit Executive from purchasing or owning less than

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five percent (5%) of the publicly traded securities of any corporation; provided that, such ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, such corporation; provided further that, the activities described do not interfere with the performance of the Executive's duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in Section 2 hereof.

3. Place of Performance. The principal place of Executive's employment shall be the Company's principal executive office which will be located in Andover, Massachusetts; provided that, the Executive may be required to travel on Company business during the Employment Term.

4. Compensation.

4.1 Base Salary. The Company shall pay the Executive an annual rate of base salary in the gross amount of \$450,000 (Four Hundred Fifty Thousand Dollars) in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. The Executive's base salary may not be decreased during the Employment Term other than as part of an across-the-board salary reduction of no more than fifteen percent (15%) that applies in the same manner to all senior executives. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "**Base Salary.**"

(a) Make Whole. The Base Salary of \$450,000 (Four Hundred Fifty Thousand Dollars) shall be effective retroactively from June 1, 2020. The difference of \$52,500 (Fifty-Two Thousand Five Hundred Dollars) between the Base Salary and Executive's prior salary over the period from June 1, 2020 to August 31, 2020 shall be paid in equal installments each regular pay date over the last four months of the year.

(b) Salary Review. The Board shall review the salary at the end of each calendar year and may increase the salary as the Board sees fit based on the performance of the Executive, the performance of the Company, and what the CEOs of comparable companies are being paid.

4.2 Annual Bonus. The Executive will be eligible for a discretionary bonus for each fiscal year of the Company. Whether to grant Executive and the amount of any such business shall be within the sole discretion of the Compensation Committee based on objective or subjective criteria established and approved by the Compensation Committee of the Board. The Executive's target bonus ("**Target Bonus**") will be equal to one hundred percent (100%) of his then-applicable Base Salary as in effect during each fiscal year.

4.3 Restricted Stock Unit Awards ("RSUs"). Subject to compliance with applicable law and such approval as may be required by the exchanges on which the Company's common stock is listed at the time of the grant, the Company shall grant the Executive 9,000,000 (nine million) RSUs.

a. Vesting. The RSUs shall have a "double trigger" for vesting. The first trigger shall be Byrna's stock price and the second trigger shall be time.

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- i. Stock Price Trigger. One-third (1/3) of the RSUs shall have satisfied the stock price trigger when the Company's stock trades above \$2.00 on a 20-day volume weighted average closing price ("VWAP"). The second one-third (1/3) of the RSUs shall have satisfied the stock price trigger when the Company's stock trades above \$3.00 on a 20-day VWAP. The final one-third (1/3) of the RSUs shall be deemed to have satisfied the stock price trigger when the stock trades above \$4.00 on a 20-day VWAP. All stock price triggers commence on the Effective Date and shall be adjusted to account for stock splits and reverse stock splits.
- ii. Time Trigger. The Executive must remain employed by the Company for three years from the Effective Date in order to satisfy the time trigger, *provided, however*, that:
 - A. If the Executive resigns without Good Reason or is terminated for Cause, the time trigger will be deemed unsatisfied and the RSUs shall expire without vesting;
 - B. If the Executive resigns for Good Reason, is terminated without Cause, or is terminated as a result of his death, the Company's obligations to issue the RSU's shall remain in effect notwithstanding Executive's death and the time trigger will be deemed satisfied with respect to all RSUs and such RSUs will vest if the price trigger is satisfied within twelve (12) months after the Date of Termination; and
 - C. If within twelve (12) months after a Change in Control, the Executive Resigns for Good Reason, is terminated without Cause, or is terminated as a result of his death, both the time and price triggers shall be deemed satisfied with respect to all RSUs and such RSUs shall immediately vest.
 - D. In the event that the Company is acquired and ceases to exist as a separate publicly traded entity post acquisition, all triggers will be deemed satisfied and all RSU's shall vest so that the Executive may tender the underlying shares as part of the sale of Byrna to the Acquiring Company.

4.4 Fringe Benefits and Perquisites. During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with the practices of the Company, and to the extent the Company provides similar benefits or perquisites (or both) to similarly situated executives of the Company.

4.5 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Company, as in effect from time to time (collectively, "**Employee Benefit Plans**"), on a basis which is no less favorable than is provided to other senior executives of the Company consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

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4.6 Vacation; Paid Time-Off. During the Employment Term, the Executive shall be entitled to twenty (20) paid vacation days per calendar year (prorated for partial years) in accordance with the Company's vacation policies, as in effect from time to time. The Executive shall receive other paid time-off for holidays and sick leave in accordance with the Company's policies for executive officers as such policies may exist from time to time.

4.7 Business Expenses. The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by the Executive in connection with the performance of the Executive's duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

5. Termination of Employment. Upon termination of the Executive's employment during the Employment Term, the Executive shall be entitled to the compensation and benefits described in this Section 5 and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

5.1 For Cause or Without Good Reason.

(a) The Executive's employment hereunder may be terminated by the Company for Cause, or by the Executive without Good Reason. If the Executive's employment is terminated by the Company for Cause or by the Executive without Good Reason, the Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid on the Termination Date (as defined below);

(ii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and

(iii) such employee benefits (including equity compensation if vested), if any, to which the Executive may be entitled under the Company's employee benefit plans as of the Termination Date; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iii) are referred to herein collectively as the "**Accrued Amounts.**"

(b) For purposes of this Agreement, "**Cause**" shall mean, as determined by the Board in good faith:

(i) the Executive's willful failure to perform his duties (other than any such failure resulting from incapacity due to physical or mental illness);

(ii) the Executive's willful failure to comply with any valid and legal directive of the Board;

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(iii) the Executive's willful engagement in dishonesty, illegal conduct, or gross misconduct, which is, in each case, materially injurious to the Company or its affiliates;

(iv) the Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes embezzlement, misappropriation, or fraud, or a misdemeanor involving moral turpitude;

(v) the Executive's material violation of a material policy of the Company;

(vi) the Executive's willful unauthorized disclosure of Confidential Information (as defined below);

(vii) the Executive's failure or refusal to execute and return the Company's Noncompetition and Nonsolicitation Agreement within fourteen (14) days of the Effective Date.

(viii) the Executive's material breach of any material obligation under this Agreement.

(c) For purposes of this provision, no act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interests of the Company.

(d) Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, the Executive shall have fourteen (14) calendar days from the delivery of written notice by the Company within which to cure any acts constituting Cause; provided however, that, if the Company reasonably expects irreparable injury from a delay of fourteen (14) calendar days, the Company may give the Executive notice of such shorter period within which to cure as is reasonable under the circumstances, which may include the termination of the Executive's employment without notice and with immediate effect. The Company may place the Executive on paid leave for up to thirty (30) days while it is determining whether there is a basis to terminate the Executive's employment for Cause. Any such action by the Company will not constitute Good Reason.

(e) For purposes of this Agreement, "**Good Reason**" shall mean the occurrence of any of the following, in each case during the Employment Term without the Executive's written consent:

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- (i) a material reduction in the Executive's Base Salary other than as described in Section 4.1 of this Agreement;
- (ii) a relocation of the Executive's principal place of employment by more than thirty-five (35) miles;
- (iii) any material breach by the Company of any material provision of this Agreement;
- (iv) the Company's failure to obtain an agreement from any successor to the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no succession had taken place, except where such assumption occurs by operation of law;
- (v) a material, adverse change in the Executive's authority, duties, or responsibilities (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law).

(f) The Executive cannot terminate his employment for Good Reason unless he has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within thirty (30) days of the initial existence of such grounds and the Company has had at least thirty (30) days from the date on which such notice is provided to cure such circumstances. If the Executive does not terminate his employment for Good Reason within ninety (90) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived his right to terminate for Good Reason with respect to such grounds; *provided, however*, that such period shall be extended to six (6) months after the first occurrence of applicable grounds for Good Reason following a "Change in Control."

5.2 Without Cause or for Good Reason. The Employment Term and the Executive's employment hereunder may be terminated by the Executive for Good Reason or by the Company without Cause. In the event of such termination, the Executive shall be entitled to receive the Accrued Amounts and subject to the Executive's execution of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company and currently expected to be substantially in the form annexed hereto as **Exhibit "A"** (the "**Release**") and such Release becoming effective within thirty (30) days following the Termination Date (such 30-day period, the "**Release Execution Period**"), the Executive shall be entitled to receive the following:

- (a) Twelve (12) months of the Executive's Base Salary plus an amount equal to Executive's Target Bonus payable in equal installments in accordance with the Company's normal payroll practices, but no less frequently than monthly, which shall begin within 14 days after the end of the Release Execution Period; provided that, the first installment payment shall include all amounts that would otherwise have

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been paid to the Executive during the period beginning on the Termination Date and ending on the first payment date if no delay had been imposed;

(b) Executive shall receive the benefit of the extended time to satisfy the price vesting triggers on his RSUs as described in Section 4.3(a)(ii)(A) of this Agreement; provided that, any delays in the settlement or payment of such awards that are set forth in the applicable award agreement and that are required under Section 409A of the Code (“**Section 409A**”) shall remain in effect; and

(c) If the Executive timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“**COBRA**”) or any applicable state law, the Company shall reimburse the Executive for the monthly COBRA premium paid by the Executive for himself and his dependents. The Executive shall be eligible to receive such reimbursement until the earliest of: (i) the twelve-month anniversary of the Termination Date; (ii) the date the Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which the Executive receives/becomes eligible to receive substantially similar coverage from another employer or other source. Executive shall be solely responsible for any taxes imposed upon such reimbursement other than the Company’s share of FICA taxes.

(d) In the event Executive’s employment is terminated as a result of the Employment Term ending: (i) Executive’s payments under Section 5.2(a) shall be six (6) months of base salary and one-half of Executive’s annual Target Bonus amount; and (ii) under Section 5.2(c) the Company shall reimburse Executive’s COBRA premiums for six months.

5.3 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability.

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive’s death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the following:

- (i) the Accrued Amounts; and
- (ii) a lump sum payment equal to (6) months’ Base Salary and one- half Executive’s Target Bonus;
- (iii) in the event Executive’s employment ends as a result of Disability, reimbursement for COBRA premiums as described in Section 5.2(c) for up to 6 months after the Termination Date; and

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(iv) any RSU's owed pursuant to Section 4.3.

(c) Notwithstanding any other provision contained herein, all payments made in connection with the Executive's Disability shall be provided in a manner which is consistent with federal and state law.

(d) For purposes of this Agreement, "**Disability**" shall mean the Executive's inability, due to physical or mental incapacity, to perform the essential functions of his job, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty-five (365) day period; provided however, in the event that the Company temporarily replaces the Executive, or transfers the Executive's duties or responsibilities to another individual on account of the Executive's inability to perform such duties due to a mental or physical incapacity which is, or is reasonably expected to become, a Disability, then the Executive's employment shall not be deemed terminated by the Company and the Executive shall not be able to resign with Good Reason as a result thereof. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement. Any period for vesting shall be tolled and not included during a Disability period.

5.4 Change in Control Termination.

(a) Notwithstanding any other provision contained herein, in the event of a change in control, if the Executive's employment hereunder is terminated by the Executive for Good Reason, or by the Company without Cause (other than on account of the Executive's death or Disability), in each case within twelve (12) months following a Change in Control, the Executive shall be entitled to receive the Accrued Amounts and subject to the Executive's execution of a Release as described in Section

5.2 of this Agreement, the Executive shall be entitled to receive the following:

(i) a lump sum payment in an amount that is the greater of the Executive's Base Salary and Target Bonus for the year in which the Termination Date occurs or Executive's Base Salary and Target Bonus amount for the remainder of the Employment Term; and

(ii) Notwithstanding the terms of any equity or cash incentive plans or any applicable award agreements, vesting of the RSUs granted under Section 4.3 of this Agreement as described in Section 4.3(a)(ii)(c) of this Agreement; provided that, any delays in the settlement or payment of such awards are required under Section 409A shall remain in effect; and

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(iii) the COBRA payments provided for in Section 5.2(b) of this Agreement;

(b) For purposes of this Agreement, “**Change in Control**” shall mean the occurrence of any of the following after the Effective Date:

(i) one person (or more than one person acting as a group) acquires ownership of stock of the Company that, together with the stock held by such person or group, constitutes more than fifty percent (50%) of the total voting power of the stock of such corporation; provided that, a Change in Control shall not occur if any person (or more than one person acting as a group) owns more than fifty percent (50%) of the total voting power of the Company's stock and acquires additional stock;

(ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Company's stock possessing over thirty percent (30%) of the total voting power of the stock of such corporation;

(iii) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election; or

(iv) the sale of all or substantially all of the Company's assets.

(c) Notwithstanding the foregoing, a Change in Control shall not occur unless such transaction constitutes a change in the ownership of the Company, a change in the effective control of the Company, or a change in the ownership of a substantial portion of the Company's assets under Section 409A.

5.5 Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination pursuant to Section 5.3(a) on account of the Executive's death) shall be communicated by written notice of termination (“**Notice of Termination**”) to the other party hereto in accordance with notice provisions of this Agreement. The Notice of Termination shall specify:

(a) The termination provision of this Agreement relied upon;

(b) To the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated; and

(c) The applicable Termination Date.

5.6 Termination Date. The Executive's “**Termination Date**” shall be:

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(a) If the Executive's employment hereunder terminates on account of the Executive's death, the date of the Executive's death;

(b) If the Executive's employment hereunder is terminated on account of the Executive's Disability, the date that it is determined that the Executive has a Disability;

(c) If the Company terminates the Executive's employment hereunder for Cause, the date the Notice of Termination is delivered to the Executive;

(d) If the Company terminates the Executive's employment hereunder without Cause, the date specified in the Notice of Termination; or

(e) If the Executive terminates his/her employment hereunder with or without Good Reason, the date specified in the Executive's Notice of Termination.

Notwithstanding anything contained herein, the Termination Date shall not occur until the date on which the Executive incurs a "separation from service" within the meaning of Section 409A.

5.7 Mitigation. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and except as provided in Section 5.2(b), any amounts payable pursuant to this Section 5 shall not be reduced by compensation the Executive earns on account of employment with another employer.

5.8 Resignation of All Other Positions. Upon termination of the Executive's employment hereunder for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as an officer or member of the Board (or a committee thereof) of the Company or any of its affiliates.

6. Cooperation. The parties agree that certain matters in which the Executive will be involved during the Employment Term may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Board, the Executive shall cooperate with the Company in connection with matters arising out of the Executive's service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's other activities. The Company shall reimburse the Executive for reasonable expenses incurred in connection with such cooperation and, to the extent that the Executive is required to spend substantial time on such matters, the Company shall compensate the Executive at an hourly rate based on the Executive's Base Salary on the Termination Date, with a four (4)-hour minimum daily amount.

7. Confidential Information. The Executive understands and acknowledges that during the Employment Term, he will have access to and learn about Confidential Information, as defined below.

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7.1 Confidential Information Defined.

(a) Definition. For purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, and buyer lists of the Company Group or its businesses or any existing or prospective customer, supplier, investor or other associated third party, or of any other person or entity that has entrusted information to the Company Group in confidence. The term “**Company Group**” shall mean, for purposes of this Agreement, the Company and its parent companies, affiliates, subsidiaries, partners, and limited partners.

- i) The Executive understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.
- ii) The Executive understands and agrees that Confidential Information includes information developed by him/her in the course of his/her employment by the Company as if the Company furnished the same Confidential Information to the Executive in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Executive; provided that, such knowledge of the public is through no direct or indirect fault of the Executive or person(s) acting on the Executive's behalf.

(b) Company Creation and Use of Confidential Information.

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The Executive understands and acknowledges that the Company has invested, and continues to invest, substantial time, money, and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees, and improving its offerings in the field of real estate investment management. The Executive understands and acknowledges that as a result of these efforts, the Company has created, and continues to use and create Confidential Information. This Confidential Information provides the Company with a competitive advantage over others in the marketplace.

(c) Disclosure and Use Restrictions.

The Executive agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company Group) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company Group and, in any event, not to anyone outside of the direct employ of the Company Group except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent of a majority of the Board in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company Group, except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent of the Board in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order, provided that the Executive uses reasonable efforts to give the Company notice of its disclosure so that the Company at its own expense can seek to avoid or narrow the disclosure required.

(d) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

(i) The Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

- (A) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and
(2) solely for the purpose of reporting or investigating a suspected violation of law; or

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(B) is made in a complaint or other document filed under seal in a lawsuit or other proceeding.

(ii) If the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the Company's trade secrets to the Executive's attorney and use the trade secret information in the court proceeding if the Executive:

(A) files any document containing trade secrets under seal;
and

(B) does not disclose trade secrets, except pursuant to court order.

(B) does not disclose trade secrets, except pursuant to court

8. Remedies. In the event of a breach or threatened breach by the Executive of Section 7, of this Agreement, the Executive hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

9. Noncompetition and Nonsolicitation Agreement. Within fourteen days of the Effective Date, Executive shall execute and return the Company's Noncompetition and Nonsolicitation Agreement.

10. Arbitration.

10.1 Any dispute, controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, Executive's employment with Employer, including any alleged violation of statute, common law or public policy shall be submitted to final and binding arbitration before The American Arbitration Association ("AAA") to be held in Boston, Massachusetts before a single arbitrator, in accordance with the then-current AAA Employment Arbitration Rules. By initialing below, Employee agrees to waive all rights to a jury trial. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by AAA. The arbitrator shall issue a written opinion stating the essential findings and conclusions on which the arbitrator's award is based. Employer will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorney's fees and other expenses to the same extent as if the matter were being heard in court). If, however, any party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable attorneys' fees and costs to the prevailing party. Any dispute as to who is a prevailing party and/or the reasonableness of any fee or costs shall be resolved by the arbitrator.

10.2 This Agreement to arbitrate is freely negotiated between Employee and Employer and is mutually entered into between the parties. Each party fully understands and agrees that they are giving up certain rights otherwise afforded to them by civil court actions, including but not limited to the right to a jury trial.

_____By initialing here, Executive acknowledges he has read this paragraph and agrees with the arbitration provision herein.

11. Proprietary Rights.

11.1 Work Product. The Executive acknowledges and agrees that all right, title, and interest in and to all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Executive individually or jointly with others during the period of his/her employment by the Company and relate in any way to the business or contemplated business, products, activities, research, or development of the Company or result from any work performed by the Executive for the Company (in each case, regardless of when or where prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical and electronic copies, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to US and foreign (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), mask

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works, and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights, all improvements thereto and all similar or equivalent rights or forms of protection in any part of the world (collectively, “**Intellectual Property Rights**”), shall be the sole and exclusive property of the Company. Employer Inventions shall mean any Invention that meets any one of the following criteria:

- (i) Relates, at the time of conception or reduction to practice of the Invention to: (A) the Employer's business, project or products, or to the manufacture or utilization thereof; or (B) the actual or demonstrably anticipated research or development of the Employer.
- (ii) Results from any work performed directly or indirectly by the Employee for the Employer.
- (iii) (Results, at least in part, from the Employee's use of the Employer's time, equipment, supplies, facilities or trade secret information.
- (iv) Provided, however, that an Employer Invention shall not include any Invention which is developed entirely on the Employee's own time without using the Employer's equipment, supplies, facilities or trade secret information, and which is not related to the Employer's business (either actual or demonstrably anticipated), and which does not result from work performed for the Employer.

11.2 For purposes of this Agreement, Work Product includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

11.3 Work Made for Hire; Assignment. The Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Executive hereby irrevocably assigns to the Company, for no additional consideration, the Executive's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the

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Company's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

11.4 Further Assurances; Power of Attorney. During and after his/her employment, the Executive agrees to reasonably cooperate with the Company to (a) apply for, obtain, perfect, and transfer to the Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (b) maintain, protect and enforce the same, including, without limitation, giving testimony and executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. The Executive hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on the Executive's behalf in his/her name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Executive does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by the Executive's subsequent incapacity.

11.5 No License. The Executive understands that this Agreement does not, and shall not be construed to, grant the Executive any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to him/her by the Company.

12. Security.

12.1 Security and Access. The Executive agrees and covenants (a) to comply with all Company security policies and procedures as in force from time to time including without limitation those regarding computer equipment, telephone systems, voicemail systems, facilities access, monitoring, key cards, access codes, Company Group intranet, internet, social media and instant messaging systems, computer systems, e-mail systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords and any and all other Company Group facilities, IT resources and communication technologies ("**Facilities and Information Technology Resources**"); (b) not to access or use any Facilities and Information Technology Resources except as authorized by the Company; and (iii) not to access or use any Facilities and Information Technology Resources in any manner after the termination of the Executive's employment by the Company, whether termination is voluntary or involuntary. The Executive agrees to notify the Company promptly in the event he/she learns of any violation of the foregoing by others, or of any other misappropriation or unauthorized access, use, reproduction, or reverse engineering of, or tampering with any Facilities and Information Technology Resources or other Company Group property or materials by others.

12.2 Exit Obligations. Upon (a) voluntary or involuntary termination of the Executive's employment or (b) the Company's request at any time during the Executive's employment, the Executive shall (i) provide or return to the Company any and all Company

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Group property, including keys, key cards, access cards, identification cards, security devices, employer credit cards, network access devices, computers, cell phones, smartphones, PDAs, pagers, fax machines, equipment, speakers, webcams, manuals, reports, files, books, compilations, work product, e-mail messages, recordings, tapes, disks, thumb drives or other removable information storage devices, hard drives, negatives and data and all Company Group documents and materials belonging to the Company and stored in any fashion, including but not limited to those that constitute or contain any Confidential Information or Work Product, that are in the possession or control of the Executive, whether they were provided to the Executive by the Company Group or any of its business associates or created by the Executive in connection with his/her employment by the Company; and (ii) delete or destroy all copies of any such documents and materials not returned to the Company that remain in the Executive's possession or control, including those stored on any non-Company Group devices, networks, storage locations, and media in the Executive's possession or control.

13. Publicity. The Executive hereby irrevocably consents to any and all uses and displays, by the Company and its agents, representatives and licensees, of the Executive's name, voice, likeness, image, appearance, and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising and publicity, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes, and all other printed and electronic forms and media throughout the world, at any time during the Employment Term for all legitimate commercial and business purposes of the Company ("**Permitted Uses**") without further consent from or royalty, payment, or other compensation to the Executive during Executive's Employment Term and for a period of five (5) years after Executive's employment ends, for any reason. The Executive hereby forever waives and releases the Company and its directors, officers, employees, and agents from any and all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever at any time during, and the five-year period following, the Employment Term, arising directly or indirectly from the Company's and its agents', representatives', and licensees' exercise of their rights in connection with any Permitted Uses. Following the fifth anniversary of the end of the Employment Term, any Permitted Uses will require the Executive's prior approval, which may be given or withheld in the Executive's sole discretion.

14. Governing Law. This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Massachusetts without regard to conflicts of law principles, except for the arbitration provisions which shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §§ 1-4.

15. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

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16. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Executive and by a majority of the Board of the Company or its designee. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

17. Severability.

17.1 Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

17.2 The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

17.3 The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

18. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

19. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. Section 409A/Section 280G.

20.1 General Compliance. This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that

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complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

20.2 Specified Employees. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with his/her termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Termination Date or, if earlier, on the Executive's death (the "**Specified Employee Payment Date**"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date and interest on such amounts calculated based on the applicable federal rate published by the Internal Revenue Service for the month in which the Executive's separation from service occurs shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

20.3 Reimbursements. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

- (a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;
- (b) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and
- (c) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

20.4 I.R.C. § 280G. Notwithstanding anything to the contrary contained in this Agreement, to the extent that any amount, stock option, restricted stock, RSUs, other equity awards or benefits paid or distributed to the Executive pursuant to this Agreement or any other agreement or arrangement between the Company and the Executive (collectively, the "**280G Payments**") (a) constitute a "parachute payment" within the meaning of Section 280G of the Code and (b) but for this Section 20.4, would be subject to the excise tax

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imposed by Section 4999 of the Code, then the 280G Payments shall be payable either (i) in full or (ii) in such lesser amount which would result in no portion of such 280G Payments being subject to excise tax under Section 4999 of the Code; whichever of the foregoing amounts, taking into account the applicable federal, state and local income or excise taxes (including the excise tax imposed by Section 4999) results in the Executive's receipt on an after-tax basis, of the greatest amount of benefits under this Agreement, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code

21. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

22. Notice. Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by overnight carrier to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to the Company:

Byrna Technologies, Inc. 100 Burt Road, Suite 115
Andover, MA 01810
Attn: Chairperson, Board of Directors If to the Executive:
Address on the most recent Form W-4 on file with the Company

23. Representations of the Executive. The Executive represents and warrants to the Company that:

23.1 The Executive's acceptance of employment with the Company and the performance of his/her duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding to which he/she is a party or is otherwise bound.

23.2 The Executive's acceptance of employment with the Company and the performance of his/her duties hereunder will not violate any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer.

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24. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

25. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

26. Acknowledgement of Full Understanding. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE/SHE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS/HER CHOICE BEFORE SIGNING THIS AGREEMENT.

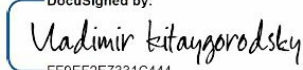
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Byrna Technologies, Inc.

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By: _____
Print Vladimir Kitaygorodsky
Name: _____
Title: Compensation Committee Chair

DocuSigned by:

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Bryan Ganz, Executive

EXHIBIT A

General Release and Covenant Not to Sue

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT:

1. **Bryan Ganz**, ("Executive"), on Executive's own behalf and on behalf of Executive's descendants, dependents, heirs, executors and administrators and permitted assigns, past and present, in consideration for the amounts payable and benefits to be provided to Executive under that employment agreement effective as of August 31, 2020_ (the "Employment Agreement") by and between Executive and Byrna Technologies, Inc. ("Company"), does hereby covenant not to sue or pursue any litigation or arbitration against, and waives, releases and discharges the Company, its assigns, affiliates, subsidiaries, parents, predecessors and successors, and the past and present employees, officers, directors, representatives and agents of any of them, including but not limited to the Company (collectively, the "Releasees"), from any and all claims, demands, rights, judgments, defenses, actions, charges or causes of action whatsoever, of any and every kind and description, whether known or unknown, accrued or not accrued, that Executive ever had, now has or shall or may have or assert as of the date of this General Release and Covenant Not to Sue against the Releasees relating to his employment with the Company or the termination thereof or her service as an officer or director of any subsidiary or affiliate of the Company or the termination of such service, including, without limiting the generality of the foregoing, any claims, demands, rights, judgments, defenses, actions, charges or causes of action related to employment or termination of employment or that arise out of or relate in any way to the Age Discrimination in Employment Act of 1967 ("ADEA," a law that prohibits discrimination on the basis of age), the National Labor Relations Act, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Sarbanes-Oxley Act of 2002, the Massachusetts Fair Employment Practices Law (MFEPL), the Massachusetts Civil Rights Act (MCRA), the Massachusetts Equal Rights Act (MERA), the Minimum Fair Wage Act, the Massachusetts Plant Closing Law, the Massachusetts Wage Act, the Massachusetts Equal Pay Act, the Massachusetts Parental Leave Act (MPLA), [the Massachusetts Sexual Harassment Statute, all as amended, and other Federal, state and local laws relating to discrimination on the basis of age, sex or other protected class, all claims under Federal, state or local laws for express or implied breach of contract, wrongful discharge, defamation, intentional infliction of emotional distress, and any related claims for attorneys' fees and costs; provided, however, that nothing herein shall release the Company from any of its obligations to Executive under the Employment Agreement (including, without limitation, its obligation to pay the amounts and provide the benefits upon which this General Release and Covenant Not to Sue is conditioned) or any rights Executive may have to indemnification under any charter or by-laws (or similar documents) of any member of the Releasees or any insurance coverage under any directors and officers insurance or similar policies.

2. Executive further agrees that her General Release and Covenant Not to Sue may be pleaded as a full defense to any action, suit or other proceeding covered by the terms hereof that is or may be initiated, prosecuted or maintained by Executive or Executive's heirs or assigns. Executive understands and confirms that Executive is executing this General Release and Covenant Not to Sue voluntarily and knowingly, but that this General Release and Covenant

Not to Sue does not affect Executive's right to claim otherwise under ADEA. In addition, Executive shall not be precluded by this General Release and Covenant Not to Sue from filing a charge with any relevant Federal, state or local administrative agency, but Executive agrees to waive Executive's rights with respect to any monetary or other financial relief arising from any such administrative proceeding.

3. In furtherance of the agreements set forth above, Executive hereby expressly waives and relinquishes any and all rights under any applicable statute, doctrine or principle of law restricting the right of any person to release claims that such person does not know or suspect to exist at the time of executing a release, which claims, if known, may have materially affected such person's decision to give such a release. In connection with such waiver and relinquishment, Executive acknowledges that Executive is aware that Executive may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that Executive now knows or believes to be true, with respect to the matters released herein. Nevertheless, it is the intention of Executive to release all such matters fully, finally and forever, and all claims relating thereto, that now exist, may exist or theretofore have existed, as specifically provided herein. The parties hereto acknowledge and agree that this waiver shall be an essential and material term of the release contained above. Nothing in this paragraph is intended to expand the scope of the release as specified herein.

4. Executive agrees that at any time following the date hereof he will not make, endorse or solicit and shall use all reasonable endeavors to prevent the making, endorsing or soliciting of any disparaging or derogatory statements whether or not the statements are true, whether in writing or otherwise concerning the Company or its past or current directors or officers and the Company undertakes that at any time following the date hereof its senior executives will not make, endorse or solicit and shall use all reasonable endeavors to prevent the making, endorsing or soliciting of any disparaging or derogatory statements whether or not the statement is true, whether in writing or otherwise concerning the Executive or Executive's work on behalf of the Company, excluding in all events any statements required to be made by law, regulation or under the public disclosure requirements of any jurisdiction. Nothing herein shall prevent Executive from making a report, or bringing a claim, to any governmental agency, including the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Justice, or the Attorney General of the State where the Executive resides, provided, however, that Executive may not personally win any damages or other relief as a result of any such reports or claims. Nothing herein shall restrict the Company, its affiliates or any of their employees, officers, directors, agents or representatives from providing truthful testimony or information in response to a subpoena or investigation by a Governmental Authority or in connection with any legal action by the Company or any of their affiliates

5. This General Release and Covenant Not to Sue shall be governed by and construed in accordance with the laws of the State of Massachusetts applicable to agreements made and to be performed entirely within such State without regard to principles of conflicts of laws.

6. To the extent that Executive is forty (40) years of age or older, this paragraph shall apply. Executive acknowledges that Executive has been offered a period of time of at least

twenty-one (21) days to consider whether to sign this General Release and Covenant Not to Sue, which Executive has waived, and the Company agrees that Executive may cancel this General Release and Covenant Not to Sue at any time during the seven (7) days following the date on which this General Release and Covenant Not to Sue has been signed by all parties to this General Release and Covenant Not to Sue. To cancel or revoke this General Release and Covenant Not to Sue, Executive must deliver to the Company written notice stating that Executive is canceling or revoking this General Release and Covenant Not to Sue. If this General Release and Covenant Not to Sue is timely cancelled or revoked, none of the provisions of this General Release and Covenant Not to Sue shall be effective or enforceable and the Company shall not be obligated to make the payments to Executive or to provide Executive with the other benefits described in the Employment Agreement and known as Severance, and all contracts and provisions modified, relinquished or rescinded hereunder shall be reinstated to the extent in effect immediately prior hereto. Executive is hereby advised to seek legal counsel prior to signing this General Release and Covenant Not to Sue.

7. Executive acknowledges and agrees that Executive has entered this General Release and Covenant Not to Sue knowingly and willingly and has had ample opportunity to consider the terms and provisions of this General Release and Covenant Not to Sue.

IN WITNESS WHEREOF, the undersigned has caused this General Release and Covenant Not to Sue to be executed on this ____ day of _____, 20__.

Bryan Ganz



Byrna Technologies Announces Record Third Quarter Sales, Production, and Order Backlog

Executes New Employment Agreement with CEO Bryan Ganz

ANDOVER, MA (SEPTEMBER 10, 2020)— Byrna Technologies Inc. (OTCQB: BYRN) (CSE: BYRN) (“Byrna” or “the Company”) finished the fiscal third quarter of 2020, ending August 31st, with record quarterly sales of approximately (US) \$4.2 million. Domestic sales accounted for 88% of Byrna’s quarterly revenues and International Sales accounted for 12% of quarterly revenues. In terms of sales channels, 75% of Byrna’s quarterly sales came from e-commerce, 16% came from brick & mortar dealers and 9% from law enforcement agencies. This brought Byrna’s 2020 YTD sales to (US) \$5.6 million compared to total sales of (US) \$424,000 for the same period in 2019 – an increase of more than 1200%.

In terms of units, the Company sold 10,800 Byrna HD launchers. Production climbed to 14,874 units for the quarter with the Company producing 1,756 units in June, 2,941 units in July and 10,177 units in August. At the end of the quarter (August 31, 2020), Byrna had a backlog of approximately 23,300 units or \$10.4 million USD, up from \$193,000 USD as of May 31, 2020.

Bryan Ganz, CEO of Byrna, stated, "I am very proud of our team’s ability to ramp up production from 100 units a day at the beginning of the quarter to 500 units a day by the end of the quarter. With Ft. Wayne production coming online later this month we should be able to bring global production to 750 units a day by the end of October, by which time we expect to fill our current back orders."

The Company also announced a new employment agreement with CEO, Bryan Ganz, in order to maintain strong leadership and continuity during this period of rapid growth. Mr. Ganz has signed a new three-year employment agreement and non-compete. Mr. Ganz has led the Company for the past four years, a pivotal time for the Company, notably overseeing the development of the Byrna HD, the Company’s most prominent product. Mr. Ganz’s agreements will be attached in their entirety as exhibits to a Form 8K to be filed by the Company.

Additionally, the Company recently announced the expansion of its senior leadership team with the hiring of a new Chief Financial Officer, Chief Supply Chain Officer, and Director of Human Resources. For more information on the Company’s new hires, please visit the Company’s investor relations website [here](#).

About Byrna Technologies Inc.

Byrna is an emerging non-lethal technology company, specializing in the development and manufacture of innovative less lethal equipment and munitions. For more information on the Company, please visit the corporate website [here](#) or the Company's investor relations site [here](#). The Company is the manufacturer of the Byrna®HD personal security device, which looks to be the leading choice in the consumer and private security markets for non-lethal home protection, personal safety, and security.

About the Byrna® HD

The Byrna HD is the Company's first personal security device designed for the consumer and private security markets. The Byrna HD is engineered with patented designs and proprietary parts to provide an effective non-lethal option for home safety and personal security with the form factor of a compact handgun. The Byrna HD is easy to use, with virtually no recoil and can be fitted with a laser or light to facilitate accurate shooting even by non-gun owners. Unlike pepper spray and stun guns or Tasers, it provides a safety zone of 60 feet and comes with multiple easily reloadable magazines that can hold five .68 caliber hard kinetic rounds or highly effective payload rounds designed to burst on impact. Payload rounds include the Company's proprietary chemical irritant and pepper rounds designed to burn an assailant's eyes and respiratory system upon contact. The Byrna HD is not a "firearm" and does not require a background check but it is subject to certain state and local regulation. Always check local laws before purchasing or travelling with a Byrna HD or other CO2 powered or "pepper spray" type device. To purchase Byrna® products visit the Company's [e-commerce store](#).

Forward Looking Information

This news release contains "forward-looking statements" and "forward-looking information" (collectively, "forward-looking information") within the meaning of applicable U.S. and Canadian securities legislation. All information contained in this news release, other than statements of current and historical fact, is forward-looking information. Often, but not always, forward-looking information can be identified by the use of words such as "plans", "expects", "budget", "guidance", "scheduled", "estimates", "forecasts", "strategy", "target", "intends", "objective", "goal", "understands", "anticipates" and "believes" (and variations of these or similar words) and statements that certain actions, events or results "may", "could", "would", "should", "might," "occur" or "be achieved" or "will be taken" (and variations of these or similar expressions). Forward-looking information is also identifiable in statements of currently occurring matters which may continue in the future, such as "providing the Company with", "is currently", "allows/allowing for", "will advance" or "continues to" or other statements that may be stated in the present tense with future implications. All of the forward-looking information in this news release is qualified by this cautionary note. Forward-looking information in this news release includes, but is not limited to the Company's expectations relating to commencement of manufacturing in Fort Wayne, production numbers, and projected fulfillment of backorders. Forward-looking information is not, and cannot be, a guarantee of future results or events. Forward-looking information is based on, among other things, opinions, assumptions, estimates and analyses that, while considered reasonable by the Company at the date the forward-looking information is provided, inherently are subject to significant risks, uncertainties, contingencies and other factors that may cause actual results and events to be materially different from those expressed or implied by the forward-looking information.

The material factors or assumptions that the Company identified and were applied by the Company in drawing conclusions or making forecasts or projections set out in the forward-looking information include, but are not limited to, the Company's ability hire and train qualified workers and effectively integrate new personnel, risks from the ongoing Covid-19 pandemic related to expanding and maintaining operation of the Company's manufacturing and distribution centers and risks to the supply chain which includes third parties outside of the Company's control, parts or finished goods product recalls, legal developments or personnel turnover that could impact the sale of or market for the Company's products or prevent or threaten to prevent the Company's sales, timely financial reporting, or the listing of the Company's securities, the company's reliance on new and untested vendors, unanticipated production issues, reduced demand due to competition, inability to fill orders promptly, insufficient cash to meet increased production costs or increased costs of sales and one time transaction costs whether related to the pandemic or otherwise, negative market response to the Company's products, negative events or events and political and civil movements that could potentially reduce demand for the Company's product or cause cancellations, and a possible decline in market price of the Company's stock or market wide events that result in an unanticipated number of order cancellations. Should one or more risk, uncertainty, contingency, or other factor materialize, or should any factor or assumption prove incorrect, actual results could vary materially from those expressed or implied in the forward-looking information. Accordingly, the reader should not place undue reliance on forward-looking information. The Company does not assume any obligation to update or revise any forward-looking information after the date of this news release or to explain any material difference between subsequent actual events and any forward-looking information, except as required by applicable law.

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