

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): **June 19, 2024**

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 and Zip Code of principal executive offices)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of exchange on which registered |
|---------------------------------|-------------------|--------------------------------------|
| Common Stock, \$0.001 par value | BYRN | Nasdaq Capital Market |

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

Emerging growth company

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

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

On June 24, 2024, Byrna Technologies Inc. (the “Company”) announced that David North, the Company’s Chief Financial Officer (the “CFO”) will retire from the Company, and Laurilee Kearnes will be appointed as the Company’s new CFO and principal financial and accounting officer, effective as of July 15, 2024 (the “Effective Date”). Mr. North’s decision to retire as CFO was not caused by any disagreement with the Company and, following the Effective Date, Mr. North will continue with the Company in a new role as an outside consultant.

Ms. Kearnes, age 53, brings over 20 years of experience in financial and operating leadership, most recently serving as CFO for Harte Hanks (Nasdaq: HHS), a Massachusetts-based global customer experience (CX) strategy company, from November 2019 to October 2023. At Harte Hanks, she oversaw all finance, accounting, and human resources for a business with over \$200 million in annual revenues. Prior to her role as CFO at Harte Hanks, Ms. Kearnes held various key positions, including Corporate Controller from August 2018 to November 2019, Group VP of Finance from 2006 to 2018, and VP of Finance from 2003 to 2006. Her background also includes roles at Brooks Automation, where she managed financial operations in a high-tech manufacturing environment from 2000 to 2003, and at Nutraceutical Corporation, where she gained insights into market dynamics in consumer-focused industries from 1997 to 2000. Ms. Kearnes graduated from Utah State University, receiving both her undergraduate degree and master’s degree in accounting.

Offer Letter

On June 12, 2024, the Company executed a new offer letter (the “Offer Letter”) with Ms. Kearnes, to be appointed the Chief Financial Officer Designee effective as of June 7, 2024 and the Company’s CFO (and principal financial and accounting officer) as of the Effective Date.

Pursuant to the Offer Letter, which was approved by the Compensation Committee (the “Compensation Committee”) of the Company’s Board of Directors (the “Board”), Ms. Kearnes will receive an annual base salary of \$325,000 and will be entitled to receive a performance bonus, at the sole discretion of the Board, with a target of 60% of her annual base salary for the applicable fiscal year based on criteria established and approved by the Compensation Committee. Ms. Kearnes is also entitled to participate in any employee benefit plans maintained by the Company on behalf of its employees. The Offer Letter does not have an end date and will continue until terminated either by Ms. Kearnes or the Company.

Pursuant to the Offer Letter, the Company agreed to grant Ms. Kearnes 25,000 restricted stock units (the “RSUs”), which were granted by the Compensation Committee on June 19, 2024. The RSUs will vest with respect to 20%, 30% and 50% of the underlying shares of common stock on the first, second, and third anniversary of their grant date, respectively, subject to Ms. Kearnes’ continued service through each vesting date.

There is no family relationship between Ms. Kearnes and any director or executive officer of the Company. There are no transactions between Ms. Kearnes and the Company that would be required to be reported under Item 404(a) of Regulation S-K of the Securities Exchange Act of 1934, as amended.

The foregoing summary of the material terms of the Offer Letter does not purport to be complete and is subject to, and qualified in its entirety by, the full and complete terms of the Offer Letter, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

Separation and Consulting Agreement

On June 19, 2024, the Company entered into a Separation Agreement and General Release with David North (the “Separation Agreement”), effective as of the Effective Date, in connection with Mr. North’s retirement.

Pursuant to the Separation Agreement, (i) Mr. North will receive a payment of \$82,500, less applicable deductions and other withholdings, which represents one-half of his estimated bonus amount for fiscal year 2024, (ii) the Company will extend Mr. North’s exercise rights on all of his outstanding vested options under the Company’s 2020 Equity Incentive Plan (the “Plan”) with grant dates of March 23, 2022 (the “March 2022 Options”) and December 8, 2022 (the “December 2022 Options”), for a period of twelve (12) months following the date when Mr. North ceases to serve as either an employee or consultant of the Company, and (iii) the Company will amend the terms of each of the March 2022 Options and the December 2022 Options, such that they shall continue to vest per each of their terms subject to Mr. North’s continuous service as either an employee or consultant.

On June 19, 2024, the Company and Mr. North executed a Consulting Agreement (the “Consulting Agreement”), effective as of July 16, 2024 (the “Start Date”) pursuant to which Mr. North will provide certain consulting services to the Company following his retirement as CFO. The Consulting Agreement has an initial term of nine months from the Start Date, which may be extended for successive two-month periods upon prior written agreement of both parties. Mr. North will receive compensation at a rate of \$11,458 per month for services provided under the Consulting Agreement. The Consulting Agreement may be terminated by either party with thirty days prior written notice.

The foregoing descriptions of the Separation Agreement and Consulting Agreement are qualified in their entirety by reference to the full text of the Separation Agreement and Consulting Agreement, which are attached as Exhibits 10.2 and 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On June 24, 2024, the Company issued a press release announcing Ms. Kearnes’ appointment and Mr. North’s retirement. A copy of the press release is attached as Exhibit 99.1.

The information in Item 7.01, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of such section, nor shall it be deemed incorporated by reference in any filing of the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934, regardless of any general incorporation language in such filing, unless expressly incorporated by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

Exhibit

| No. | Description |
|------------|---|
| 10.1 | Offer Letter, dated June 12, 2024, between Byrna Technologies, Inc. and Laurilee Kearnes, dated June 12, 2024 |
| 10.2 | Separation Agreement, dated June 19, 2024, between Byrna Technologies, Inc. and David North |
| 10.3 | Consulting Agreement, dated June 19, 2024, between Byrna Technologies, Inc. and David North |
| 99.1 | Press Release of Byrna Technologies Inc. dated June 24, 2024 |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

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.

BYRNA TECHNOLOGIES INC.

Date: June 24, 2024

By: /s/ Bryan Ganz
Name: Bryan Ganz
Title: Chief Executive Officer



Lauri Kearnes

Via Email

Dear Lauri,

I am pleased to formally offer you the position of Chief Financial Officer Designee at Byrna Technologies Inc. starting June 7, 2024, (the “Start Date”) until July 15, 2024, at which time you will assume the Chief Financial Officer role. You will be reporting to Bryan Ganz, CEO. Your work location will be Byrna’s Andover, MA office on a hybrid-basis. We are excited to be working with you and believe you can make a strong contribution to the success of the Company.

Background Check

Your employment is contingent on a successful background check. If certain criminal activity is revealed, your offer of employment might be revoked.

Compensation

You will receive an annual salary of \$325,000, payable in semi-monthly installments, subject to normal withholdings.

Performance Bonus

You will be eligible to participate in the Company’s annual performance bonus program. Target bonus will be up to 60% of your annual earnings and based on your and the Company’s performance.

Equity

You will be eligible to participate in the Company’s Equity Retention Grant Program after ninety (90) days of continuous employment with Byrna. At the first compensation committee meeting following the 90 days, you will be issued 25,000 RSUs with a three-year vesting period, 20%, 30% and 50% respectively.

Severance

Notwithstanding the foregoing, in the event your employment with the Company is terminated during by Byrna during your first year of employment, unless terminated “For Cause”, you shall receive a severance payment in an amount equal to three (3) months of your original base salary. “For Cause” is defined as egregious behavior including insubordination, acting contrary to the best interest of the company and failure to perform basic daily functional role expectations.

Benefits

You will be eligible to participate in the group health care plan and any other benefits the Company provides for its employees. If elected, health care benefits are effective on your first day of employment. The Company will pay 80% of the cost of the Company provided health insurance for you and your family. The Company’s policies and plan documents govern benefits provided to employees and should be consulted for the details of each plan. The Company will provide you with the relevant documentation in connection with such benefits upon hire. At the Company’s sole discretion, such plans, policies, or programs may be adopted, modified, or terminated from time to time, and this letter does not establish any vested rights in pay or benefits.

Paid Time Off (PTO)

You will be eligible to participate in the Company's unlimited Paid Time Off program. The Company reserves the right to modify its PTO policies at any time, with or without notice.

Employment Policies

Byrna is a publicly traded company. You cannot trade in the Company's securities without pre-clearing the trade with the Company's Compliance Officer. You will be required to read and sign the company's Code of Business Conduct, Insider Trading Policy, Employee Handbook and other corporate policy and procedural documentation. You may be required to sign a restrictive covenant agreement as a condition of your employment or continued employment.

Classification

This position is exempt under the federal and Massachusetts wage-hour laws.

At-Will Employment

You will be an employee at will, meaning that your employment is not for any set term and will continue until terminated either by you or the Company. You can resign at any time and can be terminated at any time with or without cause. However, we request the courtesy of two (2) weeks' notice if you intend to resign from your position. Your status as an at-will employee cannot be changed without the express written approval of the Company's CEO. However, if you can achieve the goals set out for you, we will expect this to be a long-term relationship.

Executive Representations

By accepting this offer, you warrant that prior to your acceptance of this offer you have disclosed to the Company all potential restrictions upon your ability to comply with the terms of this offer and fully perform your duties as an employee of the Company. Please notify me immediately if you are subject to a confidentiality, non-compete, or non-solicitation agreement that may restrict your activities at the Company.

Please note that this letter does not create a contract for employment or a contract for pay or benefits, nor shall it be construed as guaranteeing employment for a specific period or for future employment and does not abrogate the at-will status of your employment with the Company. Further the offer contained in this letter may be revoked by the Company at any time prior to acceptance.

Please indicate your acceptance by signing below. I am looking forward to working together to bring Byrna to the next level!

Sincerely,

/s/ Sandra Driscoll

Sandra Driscoll

Accepted:
/s/ Lauri Kearnes
Lauri Kearnes

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (the "Agreement") is made, as of the Effective Date (as defined herein), by and between **DAVID NORTH** and **BYRNA TECHNOLOGIES, INC.** (the "Company"). For the purpose of this Agreement, your final date of employment with the Company shall be July 15, 2024 (the "Separation Date").

1. Parties. The parties to this Agreement are you ("Employee" or "you") for yourself, your family and anyone acting for you, and the Company.
2. Earned Compensation; Business Expenses. As of the Separation Date, you will receive a payment representing your final pay for all earned but unpaid wages earned through and including the Separation Date. All payments are subject to applicable withholdings and deductions. You will also be reimbursed for any authorized reasonable business expenses that you may have incurred, provided that you submit an expense report, and supporting documentation in accordance with the Company's policies and practices, on, or immediately after, the Separation Date. You receive the earned compensation and reimbursement of business expenses even if you do not sign this Agreement.
3. Separation Benefits. Provided that Employee: (a) executes this Agreement within twenty-one (21) days; (b) effectuates and does not revoke this Agreement within seven (7) calendar days of executing this Agreement (the "Revocation Period"), (c) agrees and enters into a Consulting Agreement with the Company (the "Consulting Period"); and (d) complies with this Agreement at all times, then Employee shall be entitled to the amounts below, less all required or authorized taxes, withholdings, and deductions. The Company shall:
 - i. subject to the effectiveness of this Agreement, and pursuant to the Company's 2020 Equity Incentive Plan (the "Plan"), extend the exercise rights on all of your outstanding vested options granted to you pursuant to the Incentive Stock Option Award Agreements with grant dates of March 23, 2022 and December 8, 2022, respectively, for a period of twelve (12) months following the date when you cease to serve as either an employee or consultant of the Company;
 - ii. subject to the effectiveness of this Agreement, and pursuant to the Plan, amend the terms of the incentive stock options granted to you pursuant to that Incentive Stock Option Agreement with a grant date of March 23, 2022 (the "Rolldown Options") such that the Rolldown Options shall continue to vest per their terms subject to your continuous service as either an employee or consultant of the Company;
 - iii. subject to the effectiveness of this Agreement, and pursuant to the Plan, amend the terms of the incentive stock options granted to you pursuant to that Incentive Stock Option Agreement with a grant date of December 8, 2022 (the "Incentive Stock Options") such that the Incentive Stock Options shall continue to vest per their terms subject to your continuous service as either an employee or consultant of the Company; and

- iv. subject to the effectiveness of this Agreement, and your remaining employed with the Company through Q2 2024, pay to you a lump sum of \$82,500 less applicable deductions and other withholdings, which represents two-quarters of your estimated bonus amount for fiscal year 2024, to be paid within thirty (30) days following the expiration of the Revocation Period.

The benefits set forth in Paragraphs 3(i) through (iv) are referred to collectively as the “Separation Benefits.”

If you:

- A. do not sign this Agreement on or before July 4, 2024;
- B. sign this Agreement on or before July 4, 2024, but revoke your acceptance of this Agreement within the Revocation Period;
- C. do not agree to or enter into the Consulting Agreement with the Company; or
- D. do not comply with the terms of this Agreement;

then you will not be entitled to, and the Company will not be obligated to provide you with, any Separation Benefits. When conditions (A) through (D) above have each been satisfied, the award agreements with respect to the Rolldown Options and Incentive Stock Options shall automatically, without the need for any further agreement or documentation, be deemed to be amended to give effect to the amendments set forth in this Section 3.

4. Benefit Plans. Your regular coverage under the Company’s benefits plans will end on July 15, 2024. Upon the Separation Date and termination of your benefits, you will have the option of extending that coverage by electing continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”). Instead of electing COBRA continuation coverage, you have the option of selecting different health and dental insurance coverage through the Health Insurance Marketplace under the Affordable Care Act. You will receive the COBRA notice and election information even if you do not sign this Agreement. Your participation in all other Company benefits plans in addition to medical, dental, and vision will end on the Separation Date unless they continue by the terms of their respective governing plan documents.

5. General Release, Waiver and Covenant Not to Sue. Except as specifically set forth in this Agreement, and in consideration and exchange for the Separation Benefits set forth above, and for other good and valuable consideration described herein, you, on behalf of yourself, your heirs, next of kin, executors, administrators, agents, representatives, attorneys and assigns, knowingly and voluntarily forever release and discharge the Company; its past and present affiliates, subsidiaries, board of directors, parent companies, investors, predecessors, successors and assigns; and its and their respective current and former partners, members, owners, shareholders, trustees, officers, directors, employees, attorneys, fiduciaries, insurers, representatives and agents, both individually and in their business capacities (collectively, the “Releasees”) of and from, and waive any rights in and to, all claims, complaints, demands, contracts, grants, lawsuits, causes of action or expenses of any kind (including attorney’s fees and costs), (collectively, “Claims”), whether known or unknown, that you now have or ever had against the Releasees or any of them up to your signing this Agreement, including but not limited to: Claims related to or arising from your employment with the Company and/or the termination thereof; Claims arising under common law; Claims for breach of contract and in tort; Claims for unpaid compensation, unpaid bonuses, equity or any employee benefits; Claims for attorney’s fees and costs; and Claims arising under federal, state or local labor law, employment laws and laws prohibiting employment discrimination (based on age, gender, pregnancy, race, religion, color, national origin, ancestry, ethnicity, sexual orientation, disability, genetic information, military or veteran status, gender identity and expression, and other protected classes), including but not limited to: Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1991, the Equal Pay Act of 1963, the Fair Labor Standards Act of 1938, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Age Discrimination in Employment Act, the Older Workers’ Benefit Protection Act of 1990, the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act, the Worker Adjustment and Retraining Notification (“WARN”) Act, Section 1981 of U.S.C. Title 42, the Massachusetts Law Against Discrimination, G.L. c. 151B, the Massachusetts Wage Payment Statute, G.L. c. 149, §§ 148, 148A, 148B, 148C, 149, 150, 150A-150C, 151, 152, 152A, et seq.; the Massachusetts Wage and Hour laws, G.L. c. 151§1A et seq.; the Massachusetts Privacy Statute, G.L. c. 214, § 1B; the Massachusetts Sexual Harassment Statute, G.L. c. 214 § 1C; the Massachusetts Civil Rights Act, G.L. c. 12, § 11H; the Massachusetts Equal Rights Act, G.L. c. 93, § 102; the Massachusetts Equal Pay Act, G.L. c. 149, § 105A; the Massachusetts Parental Leave Law, G.L. c. 149, § 105D; the Massachusetts Family and Medical Leave Law, G.L. c. 175M each as amended, and all related regulations, rules or orders, and similar federal, state or local statutes, regulations, rules or ordinances. You further agree that you covenant not to sue the Releasees, or any of them, for any Claims described above. For avoidance of doubt, this means that you have released the Releasees from liability from any Claims, and, additionally, separately agree not to commence any legal action for any Claims. You acknowledge that if you bring any legal action against the Releasees or any of them for any Claims, then you will be in breach of this Agreement. You understand that the release contained herein is a GENERAL RELEASE and acknowledge that the Severance Benefits are sufficient consideration for your obligations and release in this Agreement.

a) Acknowledgements. You acknowledge that you have been paid any and all wages (including all base compensation and, if applicable, any and all overtime, accrued but unused vacation, commissions and bonuses, which are due and payable as of the Notification Date) to which you are or were entitled by virtue of your employment with the Company, and that you are unaware of any facts or circumstances indicating that you may have an outstanding claim for unpaid wages, improper deductions from pay, or any violation of the Fair Labor Standards Act, the Massachusetts Weekly Payment of Wages Act, or any other federal, state or local laws, regulations, rules, ordinances or orders that are related to payment of wages. You acknowledge that you have not suffered an injury in the workplace which has not been reported to the Company and are not aware of any facts or circumstances that would give rise to a claim that you suffered a workplace injury. You acknowledge that you are not aware of any facts or circumstances that would give rise to a claim that you were denied any rights under the Family and Medical Leave Act, the Americans with Disabilities Act, or any other laws, regulations, rules, or ordinances.

b) Protected Activity. This release does not apply to: (i) your entitlement under ERISA to vested retirement or pension benefits; (ii) enforcement of the terms of this Agreement; (iii) any claims to workers' compensation benefits; (iv) any claims for unemployment benefits; and (v) any claims that may not be released by applicable law. Also, nothing in this Agreement shall prohibit you from filing a charge with the Equal Employment Opportunity Commission ("EEOC") or with any other federal, state or local government agency, including the National Labor Relations Board ("NLRB") or from participating in an investigation or proceeding of the EEOC or other federal, state or local government agency, including the NLRB. However, you waive the right to any personal monetary recovery or other personal relief should the EEOC or any other federal, state or local government agency pursue any class or individual charges in part or entirely on your behalf on the basis that any such claims have been fully and completely satisfied by the payments you are receiving under this Agreement.

6. Time to Consider Agreement; Revocation Period You must sign this Agreement in order to be eligible to receive the Separation Benefits. You acknowledge that you were advised by the Company to consult an attorney of your choice about this Agreement, including the General Release, Waiver and Covenant Not to Sue in Paragraph 5, above, before signing this Agreement.

- a) Time to Consider. You acknowledge that you have been given at least twenty-one (21) days to review and consider this Agreement and, therefore, you have until July 4, 2024 to sign this Agreement. You may sign it before July 4, 2024, but if you do, then you acknowledge that you: (i) had until July 4, 2024 to consider signing this Agreement; (ii) voluntarily decided to sign it before July 4, 2024 and (iii) waive any time remaining before July 4, 2024. If you choose to negotiate the terms of this Agreement, any such negotiations shall not toll or extend the time to consider this Agreement.
- b) Revocation. If you sign this Agreement on or before July 4, 2024, you will then have seven (7) additional days from the date you sign to revoke your acceptance ("Revocation Period"). If you decide to revoke this Agreement after signing and returning it, you must notify the Company in writing. You can send the written notice by electronic mail or registered mail, but no matter how you send it, the Company must receive your written notice no later than 5:00 p.m. on the seventh (7th) day after you sign this Agreement. Please address your written statement of revocation to:

Sandra Driscoll
Chief People Officer
Byrna Technologies, Inc.
100 Burt Road, Suite 115
Andover, MA 01810
Email: sandie@byrna.com

Unless you revoke your acceptance within seven (7) days of signing this Agreement, the eighth (8th) day after you sign this Agreement shall be deemed the "Effective Date" of this Agreement.

7. Non-Disparagement. You agree not to make or provide any derogatory, defamatory or negative statements or information to anyone about the Company and/or its or their affiliates or any of its or their services, products, officers, members, directors or employees, except (a) as permitted in Paragraph 5(b) of this Agreement; or (b) unless required to do so by law or by an order of a court or other forum of competent jurisdiction, in which case you agree to notify the Company promptly of such requirement.

8 . Confidentiality of Agreement. You agree to keep the existence and terms of this Agreement confidential and not to disclose it to anyone, except: (a) as permitted in Paragraph 5(b) of this Agreement; (b) unless required by law or by a court or other forum of competent jurisdiction; or (c) to your spouse, attorney, financial advisors and tax advisors, as long as they agree to keep the existence and terms of this Agreement confidential.

9 . Clawback Policy. Pursuant to the Company's Clawback Policy and the Clawback Policy Acknowledgement Form executed by you on February 10, 2024, you acknowledge and agree that you remain fully bound by, and subject to, the Clawback Policy and that the Clawback Policy will apply both during and after the Separation Date of this Agreement.

10 . Cooperation. You agree to cooperate fully in the defense or prosecution of any claims or actions now in existence or which may be brought or threatened in the future against or on behalf of the Company about which you have knowledge or were involved by virtue of your employment with the Company. You further agree that should you be contacted (directly or indirectly) by any individual or entity about such claim or action, you will promptly notify the Company. The Company will reimburse you for reasonable expenses incurred in the fulfillment of your obligations in this Section 9.

11 . Defend Trade Secrets Act / Whistleblower Immunity. You understand and acknowledge that you shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. You further understand and acknowledge that if you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you file any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

12 . Return of Company Property. On or before the Separation Date, you agree to return all of the Company's property, including any building keys, passes, access fobs, external drives, laptops and other computer equipment, corporate credit cards, phones, software, and any other property, and/or information that you may have received, created, or accessed as an employee of the Company, including but not limited to any documents or data stored on any Company device or on any personal device. You agree not to retain, and to return on or before the Separation Date, any copies of any Company property or information, including but not limited to paper documents or items stored in any electronic format, which were made or compiled by you, or made available to you, relating to the Company, its clients or any of them.

13 . Non-Admission. This Agreement shall not be construed in any way to be an admission by the Company, and the Company specifically denies, that it has engaged in any wrongful or unlawful act with respect to you, your employment or the termination of your employment. This Agreement shall not be construed in any way to be an admission by you, and you specifically deny, that you have engaged in any wrongful or unlawful act with respect to your employment.

14. Breach. You agree that if you breach or threaten to breach the provisions of Paragraphs 5, 7, 8, 9, 10 or 12 of this Agreement, the Company may suffer irreparable harm for which money damages may not be adequate. Therefore, you agree that the Company shall be entitled to seek equitable relief, including a preliminary and permanent injunction. The Company will also be entitled to all other remedies available to it by law.

15. Entire Agreement; Modification; Successors In Interest. This Agreement constitutes the entire agreement between you and the Company and supersedes all other agreements, whether written or oral, with respect to your employment, its termination and all related matters. This Agreement may only be modified or amended by a written document signed by both parties. This Agreement shall be binding upon and inure to the benefit of the Company and its respective successors and assigns. This Agreement may be executed in duplicate counterparts, each of which shall be treated as an original, and signatures submitted in electronic format shall be considered originals.

16. Severability Not Construed Against Drafter; Fees. If any part, term or provision of this Agreement is determined to be illegal, invalid or unenforceable, that term or provision will be stricken and the remaining parts, terms or provisions will remain in full force and effect. If any provision of it is found to be unlawful or unenforceable, it shall be deemed narrowed to the extent required to make it lawful and enforceable. This Agreement was negotiated at arms-length and shall not be construed against its drafter as each party participated equally in its drafting. Each party shall be solely responsible for their respective attorney's fees.

17. Governing Law and Choice of Forum. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. The parties agree to the exclusive jurisdiction of the state courts located in Suffolk County, Massachusetts and the federal courts located in Suffolk County, Massachusetts, and waive any defenses to personal or subject matter jurisdiction of such courts, to any disputes arising from or related to this Agreement or the enforcement of any of its terms. Each party irrevocably waives any objection that it may now have or hereafter have to the laying of venue or any such proceeding in any such court and further waives any claim that any proceeding brought in any such court has been brought in an inconvenient forum. Provided, however, notwithstanding the foregoing, the Company may seek injunctive relief with regard to any breaches by Employee of this Agreement, including, but not limited to, the Non-Disparagement and Confidentiality of Agreement sections of this Agreement in any court with jurisdiction over Employee.

18. Representations; Voluntary & Knowing Agreement. You represent and agree that: (a) you have carefully read and understand this Agreement and, in particular, the General Release, Waiver and Covenant Not to Sue contained in Paragraph 5 above, and fully understand the final and binding effect of same; (b) you were advised to consult legal counsel before signing this Agreement and have had the opportunity to do so; (c) you are not entitled to the consideration set forth in this Agreement, but for your signing this Agreement; (d) you are signing this Agreement knowingly and voluntarily and for reasons of your own; and (e) the Company has not made any representations inconsistent with the terms of this Agreement.

If you agree to the terms and conditions in this Agreement, you must sign and return a copy of this Agreement to Sandra Driscoll by email so that it is received **no later than 5:00pm ET on July 4, 2024.**

[Remainder of Page Left Blank Intentionally; Signature Page Follows]

Your signature below reflects your understanding of, and agreement to, the terms and conditions set forth in the Confidential Separation Agreement and General Release.

BYRNA TECHNOLOGIES, INC.

DAVID NORTH

/s/ Bryan Ganz
By: Bryan Ganz
Its: CEO
Date: 6/19/2024

/s/ David North
Date: 6/13/2024

CONSULTING AGREEMENT
BYRNA TECHNOLOGIES, INC.

Effective Date: July 16, 2024

This Consulting Agreement (the "**Agreement**") is made as of the Effective Date set forth above by and between Byrna Technologies, Inc. (the "**Company**"), a Delaware corporation ("**Client**" or "**Company**") and the consultant named on the signature page hereto ("**Consultant**"). The Company and Consultant are each referred to herein individually as a "**Party**" and together as the "**Parties**."

WHEREAS, the Company wishes to retain Consultant to provide, on an independent contractor basis, certain services described below and in **Exhibit A** attached hereto, and Consultant desires to perform such services, on an independent contractor basis, for the Company, pursuant to the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Scope of Services; Duties. During the Term (as defined below), the Company hereby engages Consultant to perform the services described in **Exhibit A** attached hereto and such other matters as the Company may reasonably require from time to time (the "**Services**"). During the Term, Consultant shall (a) render the Services ethically, conscientiously and in a professional and workmanlike manner in accordance with industry standards, and devote his best efforts and abilities thereto; (b) devote as much as time as necessary to timely satisfy the performance and objectives of the Services; and (c) observe all policies in place from time to time by the Company for independent contractors.

2. Term. The term of this Agreement, and the period during which Consultant will provide Services to the Company hereunder, shall commence on the Effective Date and shall continue in effect through the later of nine (9) months from the Effective Date or March 2, 2025 (the "**Initial Term**"), unless earlier terminated in accordance with Section 11 of this Agreement. If at all necessary, the Initial Term may be extended for successive two (2) month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") upon prior written agreement of the Parties.

3. Compensation.

(a) During the Term, and as complete compensation to Consultant for his performance of the Services under this Agreement, Consultant will be paid as follows:

(i) Client will pay Consultant compensation at a rate of **\$11,458.00 per month** for Services rendered pursuant to this Agreement as Consultant's sole compensation for such Services.

(b) Consultant's compensation shall be payable without deduction for federal income, social security or state or local income taxes. The compensation shall not be a salary and includes Consultant's overhead and profit and any and all federal, state and local taxes that may be applicable to the Services. Consultant shall bear sole responsibility for payment of any federal, state and local income tax withholding, social security taxes, workers' compensation coverage, unemployment insurance, liability insurance, health and disability insurance, retirement benefits or other welfare or pension benefits, and any other payments and expenses for Consultant as required by law. The Company will not prepare a Form W-2 for Consultant, but will provide Consultant with a Form 1099, if required by law. Consultant hereby indemnifies, defends and holds harmless the Company and the other Indemnified Parties (as defined below) from and against any and all claims in the event of Consultant's failure, or any alleged failure, to do so.

(c) Upon expiration or termination of this Agreement, the Company shall promptly pay Consultant all compensation due and owing to Consultant through the date of such expiration or termination. In no event shall the Company be obligated to make any further payment to Consultant under this Agreement.

4. **Expenses.** Unless the Parties otherwise agree in writing, Consultant agrees that as an independent contractor all costs and expenses incurred by Consultant in connection with the performance of the Services shall be borne solely and exclusively by Consultant.

5. **Ownership of Work Product.** Except as identified in **Exhibit B**, Consultant hereby irrevocably assigns to Client all right, title and interest worldwide in and to any deliverables specified in and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Consultant (whether alone or jointly with others) for Client during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (collectively, the "**Work Product**"). Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's ownership of the Work Product. Consultant agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, any copyright assignment or patent assignment provided by the Client. Consultant hereby irrevocably appoints Client as Consultant's attorney-in-fact for the purpose of executing such documents on Consultant's behalf, which appointment is coupled with an interest. At Client's request, Consultant will promptly record any such patent assignment with the United States Patent and Trademark Office. Consultant will deliver each item of Work Product specified in each Project Assignment and disclose promptly in writing to Client all other Work Product.

6. **Other Rights.** If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product that cannot be assigned, Consultant hereby unconditionally and irrevocably grants to Client an exclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Consultant has any rights in the Work Product that cannot be assigned or licensed, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client's customers.

7. **[Reserved].**

8. Representations and Warranties. Consultant represents and warrants that: (a) the Services will be performed in a professional manner and in accordance with the industry standards and the Work Product will comply with the requirements set forth in **Exhibit A**, (b) the Work Product will be an original work of Consultant, (c) Consultant has the right and unrestricted ability to assign the ownership of Work Product to Client as set forth in **Section 5**, (d) neither the Work Product nor any element thereof will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, and (e) Consultant will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions. Consultant further represents and warrants that Consultant is self-employed in an independently established trade, occupation, or business; maintains and operates a business that is separate and independent from Client's business; holds himself out to the public as independently competent and available to provide applicable services similar to the Services; has obtained and/or expects to obtain clients or customers other than Client for whom Consultant performs services; and will perform work for Client that Consultant understands is outside the usual course of Client's business. Consultant agrees to indemnify and hold Client harmless from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in this **Section 8**.

9. Independent Contractor Relationship; Compliance with Laws. It is expressly understood and agreed between the Parties that Consultant's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of Consultant's personnel, employees or agents. Consultant is not authorized to make any representation, contract or commitment on behalf of Client. Neither Consultant nor the Company shall represent directly or indirectly that Consultant is an agent, employee or legal representative of the Company. Consultant will not be entitled to any of the benefits that Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Consultant is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of Consultant. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Consultant is reclassified as an employee of Client, or any affiliate of Client, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Consultant agrees that Consultant will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.

10. Confidential Information. During the term of this Agreement and thereafter Consultant (i) will not use or permit the use of Client's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, (ii) will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and (iii) will not disclose such Confidential Information to any third parties except as set forth in this section and in Section 10.1 below. Consultant will protect Client's Confidential Information from unauthorized use, access or disclosure in the same manner as Consultant protects its own confidential information of a similar nature, but in no event will it exercise less than reasonable care. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Client and Consultant, nothing in this Agreement shall limit Consultant's right to report possible violations of law or regulation with any federal, state, or local government agency. "**Confidential Information**" as used in this Agreement means all information disclosed by Client to Consultant, whether during or before the term of this Agreement, that is not generally known in the Client's trade or industry and will include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, show-how, theories, technical, operating, marketing, financial or other business information, plans, business and strategies, source codes, computer systems, algorithms, formulae, concepts, creations, costs, plans, materials, enhancements, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, models and systems, sales and pricing techniques, records, files, memoranda, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the Parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Consultant, (y) is disclosed to Consultant by a third party without restrictions on disclosure, or (z) was in Consultant's lawful possession without obligation of confidentiality prior to the disclosure and was not obtained by Consultant either directly or indirectly from Client. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; *provided, however*, that Consultant will first have given notice to Client and will have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of the Confidential Information. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), Consultant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

10.1 Personal Information. With respect to any Confidential Information that constitutes personal data, personal information, personally identifiable information or similar information under applicable privacy or data security laws (collectively, "**Personal Information**"), Consultant shall not (i) sell Personal Information or (ii) retain, use or disclose Personal Information for any purpose other than the specific purpose of providing the Services.

(a) Consultant shall use reasonable security measures appropriate to the nature of any Personal Information in its possession or control to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure.

(b) The Parties acknowledge and agree that Consultant's access to Personal Information is not part of the consideration exchanged by the parties in respect of the Agreement.

(c) If any individual contacts Consultant to make a request pertaining to their Personal Information, Consultant shall promptly forward the request to the Company and shall not respond to the individual except as instructed by Company. Consultant shall promptly take such actions and provide such information as Company may request to help Company fulfill requests of individuals to exercise their rights under the applicable privacy or data security laws, including, without limitation, requests to access, delete, opt-out of the sale of, or receive information about the processing of, Personal Information pertaining to them. Consultant agrees to cooperate with Company to further amend the Agreement as may be necessary to address compliance with applicable privacy or data security laws.

11. Termination.

(a) The Term of this Agreement, and Consultant's engagement hereunder, may earlier terminate upon the occurrence of one or more of the following events:

(i) By the Company upon not less than thirty (30) days' prior written notice of termination to Consultant;

(ii) By Consultant upon not less than thirty (30) days' prior written notice of termination to the Company; and

(iii) Immediately upon written notice to Consultant in the event (1) of any breach by Consultant of any of its representations, warranties, covenants or agreements set forth in this Agreement; (2) that any representation, warranty, covenant or agreement made by Consultant in this Agreement was materially false when made; (3) that Consultant has committed any act or omission which involves willful misconduct, material neglect of the Company's business or dishonestly or disloyalty to the Company or any of his employees, officers, directors, contractors, equityholders, members, customers, clients, vendors, suppliers, agents, representatives, advisors, successors or permitted assigns (collectively, "**Representatives**"); or (4) that Consultant is convicted of a felony or a crime involving moral turpitude.

(b) Upon termination of this Agreement and Consultant's engagement hereunder, the Company shall have no further obligations to Consultant under this Agreement or otherwise.

12. No Conflict of Interest. Consultant represents and warrants that Consultant is not party to a contract, agreement, arrangement, understanding, obligation or duty to any other person or entity that would prevent, limit or inhibit Consultant from performing Consultant's obligations to the Company under this Agreement or otherwise complying with any of the terms of this Agreement. Consultant agrees not to use any proprietary or Confidential Information belonging to any other person or entity in performing the Services for the Company pursuant to this Agreement or disclose any proprietary or Confidential Information belonging to any other person or entity to the Company or any of its Representatives.

13. Exclusivity. Consultant acknowledges that the Company is retaining Consultant on a non-exclusive basis and that Consultant is free to engage in or simultaneously perform services for other clients.

14. Non-Disparagement. Except as expressly permitted under Section 15 of this Agreement, during the Term and all times thereafter, Consultant will not, directly or indirectly, make, publish or communicate, or cause to be made, published or communicated, whether anonymously or not, any statement, observation, opinion or information, whether verbal or written, that disparages or is likely in any way to harm the reputation of the Company or its business or any of its representatives; provided, however, that this Section 14 does not in any way restrict or impede Consultant from exercising any protected rights Consultant may have to the extent that such rights cannot be waived by agreement, or from complying with any applicable law, rule or regulation, or a valid order of a court of competent jurisdiction or an authorized government agency (provided that such compliance does not exceed that required by such law, rule, regulation or order, as applicable), in which case Consultant will promptly provide written notice of any such order to the Company in accordance with Section 18.

15. Permitted Conduct. Nothing in this Agreement prohibits or restricts Consultant or the Company from (i) their respective right to disclose relevant and necessary information or documents in any action, investigation, or proceeding relating to this Agreement or as may otherwise be required under Section 10 this Agreement, or (ii) initiating communications directly with, cooperating with, providing relevant information to, testifying before or otherwise assisting in an investigation or proceeding by the Securities and Exchange Commission, or any other governmental or regulatory body or official(s) or self-regulatory organization regarding a possible violation of law, rule or regulation; provided that, if permitted by applicable law, upon receipt of any subpoena, court order or other legal process compelling the disclosure of any such information or documents, Consultant or his personnel shall give prompt written notice to the Company in accordance with Section 18 to permit the Company to protect its interests in confidentiality to the fullest extent possible.

16. Clawback Policy. Pursuant to the Company's Clawback Policy and the Clawback Policy Acknowledgement Form executed by you on February 10, 2024, you acknowledge and agree that you remain fully bound by, and subject to, the Clawback Policy and that the Clawback Policy will apply both during and after the Term of this Agreement.

17. Indemnification. Consultant hereby agrees to indemnify, defend and hold harmless the Company and its affiliates, and its and their respective Representatives (collectively, the "*Indemnified Parties*"), to the fullest extent not prohibited by applicable law, from and against any and all damages, awards, judgments, losses, liabilities, obligations, interest, penalties, costs (including court costs, costs of settlement, costs of enforcing any right to indemnification and costs of pursuing any insurance providers) and expenses (including reasonable attorneys' fees and expenses) of any kind whatsoever (collectively, "*Losses*") attributable to any Indemnified Party associated with any actual, alleged or threatened claim, demand, dispute, suit, action, cause of action, order, investigation, legal process or proceeding of any third party, including any Governmental Authority, whether in contract, warrant, tort or otherwise (collectively, "*Claims*") against any of the Indemnified Parties arising out of, relating to or in connection with (a) any taxes assessed against the Company or any of its affiliates, including taxes, penalties and interest assessed against the Company or its affiliates that are the obligation of Consultant under this Agreement; (b) any personal injury or property damage caused by the acts or omissions of Consultant; (c) any breach by Consultant of any of his representations, warranties, covenants, or agreements contained in this Agreement; or (d) gross negligence, willful misconduct or more culpable act or omission committed by Consultant in the performance of the Services.

18. Binding Effect; Assignment. This Agreement shall be binding on an inure to the benefit of each of the Parties and their respective successors and permitted assigns. Consultant may not assign this Agreement, in whole or in part, or delegate any of its duties or obligations under this Agreement, without the Company's prior written consent.

19. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be given in writing and shall be deemed to have been duly given (a) on the date delivered if personally delivered, or (b) upon receipt by the receiving Party or any notice sent by registered or certified mail (first-class mail, postage pre-paid, return receipt requested), or overnight courier or similar courier service, in each case addressed to the Company or Consultant, as the case may be, at the respective addresses set forth herein in the preamble to this Agreement (if to the Company, Attention: Sandra Driscoll, Chief People Officer – 100 Burt Road, Suite 115, Andover, MA 01810 – sandie@byrna.com) or such other address as either Party may in the future specify in writing to the other.

20. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to choice of law or conflicts of law rules or provisions. The Parties irrevocably consent and submit to and agree not to contest, the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts for the purpose of any Claim relating to or arising out of this Agreement. Each of the Parties irrevocably waives any objection to the venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such Claim brought in any such court has been brought in any inconvenient forum. In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover their costs and attorneys' fees associated therewith.

21. Severability. If any one or more of the terms, provisions, covenants or restrictions contained in this Agreement shall be determined by a court of competent jurisdiction to be unlawful, illegal or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the Parties will attempt to agree upon a valid, legal and enforceable provision which shall be a reasonable substitute for such invalid and unenforceable provision in light of the tenor of this Agreement, and, upon so agreeing, shall incorporate such substitute provision in this Agreement.

22. No Waiver. The waiver by the other Party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

23. Headings. The Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

24. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

25. Survival. Notwithstanding anything contained in this Agreement, the provisions of Sections 5-10 and 12-26 of this Agreement, and the respective rights and obligations of the Parties thereunder, and any other terms or provisions of this Agreement which by their nature are intended to or should survive, shall survive any expiration or termination of this Agreement and continue in full force and effect (for the period specified therein, to the extent applicable).

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

27. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes and preempts any and all prior or contemporaneous agreements, arrangements or understandings, whether verbal or written, between the Parties with respect to the subject matter hereof, and the Parties acknowledge and agree that this Agreement has been induced by no representations, statements or agreements other than those contained herein. This Agreement may not be amended, changed or modified except by an instrument in writing, signed by the Company and Consultant.

[Remainder of page intentionally left blank; Signature page follows]

EXHIBIT A

Description of Services

- o Assisting with the CFO transition process;
- o Advising management and accounting staff as reasonably requested by the Company;
- o Providing continuity of financial reporting; and
- o Assisting with accounting and business matters relative to the Byrna LATAM joint venture.



Byrna Technologies Names Lauri Kearnes as Chief Financial Officer

ANDOVER, Mass., June 24, 2024 - **Byrna Technologies Inc.** (“Byrna” or the “Company”) (Nasdaq: BYRN), a technology company, specializing in the development, manufacture, and sale of innovative less-lethal personal security solutions, has appointed Lauri Kearnes as Chief Financial Officer (“CFO”), effective July 15, 2024. Kearnes is already working with the Company to ensure a smooth transition.

Kearnes brings over 20 years of experience in financial and operating leadership, most recently serving as CFO for Harte Hanks (Nasdaq: HHS), a Massachusetts-based global customer experience (CX) strategy company. At Harte Hanks, she oversaw all finance, accounting, and human resources for a business with over \$200 million in annual revenues.

Prior to her role as CFO at Harte Hanks, Kearnes held various key positions, including Corporate Controller, Group VP of Finance, and VP of Finance. Her background also includes roles at Brooks Automation, where she managed financial operations in a high-tech manufacturing environment, and at Nutraceutical Corporation, where she gained insights into market dynamics in consumer-focused industries.

Kearnes graduated from Utah State University, receiving both her undergraduate degree and master’s degree in accounting.

“Lauri’s deep expertise in financial strategy, coupled with her strong leadership skills and extensive management experience, make her the ideal fit for Byrna,” Bryan Ganz, CEO of Byrna, said. “Her proven track record in driving financial performance, managing complex financial operations, and her in-depth knowledge of public company reporting requirements will be valuable as we continue to scale and innovate. We are confident that under Lauri’s financial leadership, Byrna will achieve new heights and deliver long-term value to our stakeholders.”

Kearnes commented: “I look forward to utilizing my background and experiences to continue driving Byrna’s growth. With the Company’s recent revenue growth and expansion of production capabilities, this is an excellent opportunity to join a rapidly growing organization making significant strides in both the consumer and public safety markets. I am eager to work alongside the executive team in this role to continue the Company’s strong track record of financial performance.”

As previously announced, the company’s current CFO, David North, is retiring effective July 15, 2024. North will remain involved as an outside consultant, ensuring continuity and the preservation of his insights and guidance.

About Byrna Technologies Inc.

Byrna is a technology company specializing in the development, manufacture, and sale of innovative less-lethal personal security solutions. 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® SD personal security device, a state-of-the-art handheld CO2 powered launcher designed to provide a less-lethal alternative to a firearm for the consumer, private security, and law enforcement markets. To purchase Byrna products, visit the Company’s e-commerce store.

**Forward-Looking Statements**

This news release contains "forward-looking statements" within the meaning of the securities laws. All statements contained in this news release, other than statements of current and historical fact, are forward-looking. Often, but not always, forward-looking statements can be identified by the use of words such as "plans," "expects," "intends," "anticipates," and "believes" and statements that certain actions, events or results "may," "could," "would," "should," "might," "occur," or "be achieved," or "will be taken." Forward-looking statements include descriptions of currently occurring matters which may continue in the future. Forward-looking statements in this news release include but are not limited to our statements related to our growth and long-term value creation. Forward-looking statements are not, and cannot be, a guarantee of future results or events. Forward-looking statements are 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.

Any number of risk factors could affect our actual results and cause them to differ materially from those expressed or implied by the forward-looking statements in this news release, including, but not limited to, prolonged, new, or exacerbated disruption of our supply chain; the further or prolonged disruption of new product development; production or distribution or delays in entry or penetration of sales channels due to inventory constraints, competitive factors, civil unrest, increased shipping costs or freight interruptions; prototype, parts and material shortages; determinations by third party controlled distribution channels not to carry or reduce inventory of the Company's products; determinations by advertisers to prohibit marketing of some or all Byrna products; the loss of marketing partners; potential cancellations of existing or future orders; product design defects or recalls; litigation, enforcement proceedings or other regulatory or legal developments; changes in consumer or political sentiment affecting product demand; regulatory factors including the impact of commerce and trade laws and regulations; import-export related matters or sanctions or embargos that could affect the Company's supply chain or markets; delays in planned operations related to licensing, registration or permit requirements; and future restrictions on the Company's cash resources, increased costs and other events that could potentially reduce demand for the Company's products or result in order cancellations. The order in which these factors appear should not be construed to indicate their relative importance or priority. We caution that these factors may not be exhaustive; accordingly, any forward-looking statements contained herein should not be relied upon as a prediction of actual results. Investors should carefully consider these and other relevant factors, including those risk factors in Part I, Item 1A, ("Risk Factors") in the Company's most recent Form 10-K, should understand it is impossible to predict or identify all such factors or risks, should not consider the foregoing list, or the risks identified in the Company's SEC filings, to be a complete discussion of all potential risks or uncertainties, and should not place undue reliance on forward-looking information. The Company assumes no obligation to update or revise any forward-looking information, except as required by applicable law.

Investor Contact:

Tom Colton and Alec Wilson
Gateway Group, Inc.
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BYRN@gateway-grp.com