

**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): July 31, 2024**

**EXAGEN INC.**

(Exact name of registrant as specified in its charter)

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

**001-39049**  
(Commission  
File Number)

**20-0434866**  
(IRS Employer  
Identification No.)

**1261 Liberty Way  
Vista, CA 92081**  
(Address of principal executive offices) (Zip Code)

**(760) 560-1501**  
(Registrant's telephone number, including area code)

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, par value \$0.001 per share</b>	<b>XGN</b>	<b>The Nasdaq Global Market</b>

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 July 25, 2024, Exagen Inc. (the “Company”) appointed, effective as of September 1, 2024, Jeffrey Black to serve as the Company’s Chief Financial Officer and principal financial officer for SEC reporting purposes. Mr. Black currently serves as Chief Financial Officer of Standard BioTools Inc., a publicly traded, biological research equipment company. Previously to this role, Mr. Black served as Senior Vice President and Chief Financial Officer of Apollo Endosurgery Inc., a publicly traded, medical technology company focused on endoscopic therapies for gastrointestinal conditions and interventional treatment of obesity, from August 2021 until April 2023, when Apollo was acquired by Boston Scientific. Prior to joining Apollo, he served as Executive Vice President and Chief Financial Officer of Alphatec Holdings, Inc., a publicly traded, medical technology company focused on the surgical treatment of spinal disorders, from March 2017 to April 2021. Prior to joining Alphatec, Mr. Black was Senior Vice President and Chief Financial Officer of Applied Proteomics, Inc., a proteomics-based diagnostics company, Senior Vice President and Chief Financial Officer of AltheaDx, Inc., a pharmacogenetics diagnostics company, and Senior Vice President and Chief Financial Officer of Verenum Corporation, an industrial biotechnology company. Mr. Black began his career at Ernst & Young LLP. Mr. Black is a member of the board of directors of Cellana, Inc., a privately held company and developer of algae-based bioproducts, where he serves as chairperson of the audit committee. Mr. Black received his B.S. in Business from the University of Arizona.

Mr. Black’s appointment was made pursuant to an Employment Agreement, dated July 25, 2024, by and between the Company and Mr. Black (the “Employment Agreement”). Pursuant to the terms of the Employment Agreement, Mr. Black’s employment term will commence on September 1, 2024 and continue until terminated by Mr. Black or the Company following 30 days’ notice. Mr. Black will be entitled to an annual base salary of \$460,000, a signing bonus of \$125,000, an annual target performance bonus of up to 50% of his gross base salary (prorated for fiscal year 2024) and will be granted restricted stock units representing the contingent right to receive, up to 225,000 shares of common stock of the Company (the “Equity Award”). The Equity Award will vest as follows: 25% of the restricted stock units underlying the Equity Award will vest on each of the first, second, third and fourth anniversaries of September 1, 2024, subject to Mr. Black’s continued service through each applicable vesting date. The Equity Award will also be subject to the terms of the Company’s 2019 Incentive Award Plan and the applicable award agreements thereunder. Mr. Black will be eligible to participate in the Company’s employee benefit plans, as may be maintained by the Company from time to time, on the same terms as other similarly situated employees of the Company, and as a Tier 2 participant under the Severance Plan (as defined below). A copy of the Employment Agreement is filed as Exhibit 10.1 to this current report on Form 8-K and is incorporated herein by reference. The description of the Employment Agreement is a summary only, does not purport to be complete, and is qualified in its entirety by the terms of the Employment Agreement. Mr. Black and the Company will enter into an indemnification agreement in the form the Company has entered into with certain of its other executive officers (the “Indemnification Agreement”), which form is filed as Exhibit 10.35 to the Company’s registration statement on Form S 1 (File No. 333-233446) filed by the Company with the SEC on September 9, 2019. The Indemnification Agreement will provide, among other things, for indemnification of Mr. Black for expenses, judgments, fines and settlement amounts incurred by him in any action or proceeding arising out of his services as an executive officer of the Company.

On July 31, 2024, the Company also announced that John Aballi had been appointed as Interim Chief Financial Officer of the Company, replacing Kamal Adawi who no longer serves as Chief Financial Officer and Corporate Secretary of the Company, effective as of July 31, 2024. Mr. Aballi has also assumed the duties of the Company’s principal financial officer for SEC reporting purposes pending Mr. Black’s appointment. Messrs. Aballi and Black do not have a family relationship with any director or executive officer of the Company or person nominated or chosen by the Company to become a director or executive officer, and there are no arrangements or understandings between Messrs. Aballi or Black and any other person pursuant to which Messrs. Aballi or Black were selected to serve as Interim Chief Financial Officer or Chief Financial Officer of the Company, as applicable. There have been no transactions involving Messrs. Aballi or Black that would require disclosure under Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended.

Subject to his execution and delivery of a release of claims against the Company, Mr. Adawi will be entitled to severance benefits pursuant to a termination without cause other than in connection with a change of control as a Tier 2 participant under the Exagen Inc. Amended and Restated Executive Change in Control and Severance Plan on the terms and subject to the conditions set forth therein.

**Item 8.01. Other Events.**

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The Company issued a press release on August 1, 2024, announcing the executive transition described above. A copy of the press release is attached as Exhibit 99.1 hereto and is incorporated by reference herein.

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

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1*	<a href="#">Employment Agreement, dated as of September 1, 2024, by and between the Company and Jeffrey Black.</a>
99.1	<a href="#">Press Release, dated August 1, 2024.</a>
104	Cover Page Interactive Data File (formatted as Inline XBRL)
*	Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company undertakes to furnish supplemental copies of any of the omitted schedules upon request by the U.S. Securities and Exchange Commission.

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SIGNATURES

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

EXAGEN INC.

Date: June 11, 2024

By: /s/ Kamal Adawi  
Kamal Adawi  
Chief Financial Officer

## EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is effective as of September 1, 2024 (the "Effective Date") by and between Exagen Inc. (the "Company"), a Delaware corporation, and Jeff Black ("Executive"). References below to the "Company" shall include its subsidiaries and affiliates when applicable.

**1. Roles and Duties.** Subject to the terms and conditions of this Agreement, the Company shall employ Executive as its Senior Vice President and Chief Financial Officer, reporting to the Company's Chief Executive Officer ("CEO"). Executive shall have such duties and responsibilities as are reasonably determined by the CEO and are consistent with the duties customarily performed by Executive's position in similarly situated companies. Executive accepts employment upon the terms and conditions set forth herein and agrees to perform such duties and discharge such responsibilities to the best of Executive's ability. Executive shall devote all of Executive's business time and energies to the business and affairs of the Company. Notwithstanding the foregoing, nothing herein shall preclude Executive from (i) serving on boards, committees or similar bodies of charitable or nonprofit organizations; (ii) fulfilling limited teaching, speaking and writing engagements; and (iii) managing Executive's personal investments and affairs; provided, however, that the activities set out in clauses (i)-(iii) shall be limited by Executive to not materially conflicting with the performance of Executive's duties and responsibilities to the Company or contravene any restrictive covenants or codes of conduct; provided, that with respect to the activities in clauses (ii) and/or (iii), Executive shall notify the Board of such activities.

**2. Term of Employment.** Executive's employment hereunder shall commence on the Effective Date and shall continue until terminated hereunder by either party (such term of employment shall be referred to herein as the "Term"), which termination shall be effectuated on no less than thirty (30) days' written notice to each other (except in the case of Executive's death).

**3. Compensation.**

(a) **Base Salary.** The Company shall pay Executive a base salary (the "Base Salary") at the annual rate of Four Hundred and Sixty Thousand Dollars (\$460,000). The Base Salary shall be payable in substantially equal periodic installments in accordance with the Company's payroll practices as in effect from time to time. The Company shall deduct from each such installment all amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates.

(b) **Signing Bonus.** You will receive a signing bonus of One Hundred and Twenty-Five Thousand Dollars (\$125,000) subject to applicable taxes and withholding, which will be payable no later than thirty (30) days from the Effective Date (the "Signing Bonus"). Upon your resignation without Good Reason or the Company's termination of your employment for Cause (as such terms are defined in the Company's Amended and Restated Executive Change in Control and Severance Plan (the "Severance Plan")), in either case occurring within one (1) year of the Effective Date, you shall be required to repay the Signing Bonus in full (gross of taxes) to the Company no later than thirty (30) days after the date of such termination or resignation. If you are

subject to an Involuntary Termination within one (1) year of the Effective Date, the Signing Bonus shall not be repayable to the Company.

(c) Annual Performance Bonus. Executive shall be eligible to receive an annual cash bonus (the “Annual Performance Bonus”) pursuant to the Company’s bonus plan offered to Company executives, with a target equal to 50% of Executive’s then-current Base Salary. The Annual Performance Bonus will be pro-rated for the year 2024. The Annual Performance Bonus will be based on achieving annual performance metrics determined by the Compensation Committee (or the Board) in its sole discretion. The Annual Performance Bonus shall be paid, if at all and subject to the Board’s full and complete discretion, to Executive no later than March 15<sup>th</sup> of the calendar year immediately following the calendar year to which it relates. Executive must be employed by the Company on the date that the Annual Performance Bonus is paid to Executive in order to be eligible for, and to be deemed as having earned, such Annual Performance Bonus. The Company shall deduct from the Annual Performance Bonus all amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates.

(d) Time-Based Equity Award. Effective as of the Effective Date, Executive shall be granted a Restricted Stock Unit Award (the “Equity Award”) for 225,000 shares of Company common stock, subject to the terms of the 2019 Incentive Award Plan and to the terms set forth in an accompanying award agreement. The Equity Award will vest with respect to 25% of the restricted stock units on each of the first, second, third and fourth anniversaries of the Effective Date, subject to the executive’s continued service through each applicable vesting date.

(e) Vacation. The Company acknowledges that Executive will manage his vacation in accordance with the Company’s flexible vacation policy, in a manner scheduled to minimize disruption to the Company’s operations. No unused vacation time will be paid to Executive upon termination of employment, unless otherwise required by applicable law.

(f) Fringe Benefits. While employed, Executive (and Executive’s spouse and/or eligible dependents to the extent provided in the applicable plans and programs) shall be eligible to participate in and be covered under the health and welfare benefit plans and programs maintained by the Company for the benefit of its employees from time to time, pursuant to the terms of such plans and programs and on the same terms and conditions as those applicable to similarly situated senior executives. The terms of any such benefits shall be governed by the applicable plan documents and Company policies in effect from time to time (and, to the extent this Agreement conflicts with such terms, the terms of such benefit plans shall govern). Nothing contained herein shall create or be deemed to create any obligation on the part of the Company to adopt or maintain any health, welfare, retirement or other benefit plan or program at any time or to create any limitation on the Company’s ability to modify or terminate any such plan or program.

(g) Reimbursement of Expenses. The Company shall reimburse Executive for all ordinary and reasonable out-of-pocket business expenses incurred by Executive in furtherance of the Company’s business in accordance with the Company’s policies with respect thereto as in effect from time to time. Executive must submit any request for reimbursement no later than ninety (90) days following the date that such business expense is incurred. All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during Executive’s lifetime (or during a shorter period of time specified in this

Agreement); (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year; (iii) the reimbursement of an eligible expense shall be made no later than the last day of the calendar year following the year in which the expense is incurred; and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(h) Indemnification. The Company will indemnify Executive through a separate Indemnification Agreement that will be entered into simultaneously herewith. The Company will purchase and maintain in effect a directors and officers insurance policy and will insure Executive consistent with coverage provided to all Company directors and officers.

#### **4. Payments at Termination.**

(a) Definition of Accrued Obligations. Upon termination, Executive (or his estate) shall be entitled to (i) the portion of Executive's Base Salary that has accrued prior to any termination of Executive's employment with Company and has not yet been paid; and (ii) the amount of any expenses properly incurred by Executive on behalf of the Company prior to any such termination and not yet reimbursed. Executive's entitlement to any other compensation or benefit under any Company plan shall be governed by and determined in accordance with the terms of such plans, except as otherwise specified in this Agreement.

(b) Eligibility for Severance Plan. Executive shall be eligible to participate in the Severance Plan as a Tier 2 Participant, subject to the terms and conditions of such Severance Plan.

(c) No Other Payments or Benefits Owing. Except as expressly set forth herein, the payments and benefits set forth in this Section 4: (a) shall be the sole amounts owing to Executive upon termination of Executive's employment for the reasons set forth above, and Executive shall not be eligible for any other payments or other forms of compensation or benefits; (b) shall be the sole remedy, if any, available to Executive in the event that Executive brings any claim against the Company relating to the termination of Executive's employment under this Agreement; and (c) shall not be subject to set-off by the Company or any obligation on the part of Executive to mitigate or to offset compensation earned by Executive in other pursuits after termination of employment, other than as specified herein with respect medical benefits provided by another employer.

**5. Confidentiality; Inventions Assignment.** In light of the competitive and proprietary aspects of the business of the Company, and as a condition of employment hereunder, Executive agrees to execute and abide by the Company's standard form of confidentiality and invention assignment agreement that Executive agrees to execute simultaneously hereof.

**6. Property and Records.** Upon the termination of Executive's employment hereunder for any reason or for no reason, or if the Company otherwise requests, Executive shall: (a) return to the Company all tangible business information and copies thereof (regardless how such confidential information or copies are maintained), and (b) deliver to the Company any property of the Company which may be in Executive's possession, including, but not limited to, devices, smart phones, laptops, cell phones (the foregoing, "electronic devices"), products, materials, memoranda, notes, records, reports or other documents or photocopies of the same. In the event that Executive is then using his personal devices (whether computers, mobile phones or

otherwise) in the service of Company business activities, Executive agrees to tender such devices to Company to enable Company to recover and retrieve any Company information stored therein. Company shall return such devices to Executive after such retrieval. Executive may retain copies of any exclusively personal data contained in or on the Company-owned electronic devices returned to the Company pursuant to the foregoing. The foregoing notwithstanding, Executive understands and agrees that the Company property belongs exclusively to the Company, it should be used for Company business, and Executive has no reasonable expectation of privacy on any Company property or with respect to any information stored thereon.

**7. Cooperation.** During and after Executive's employment, Executive shall fully cooperate with the Company to the extent reasonable in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company (other than claims directly or indirectly against Executive) which relate to events or occurrences that transpired while Executive was employed by the Company. Executive's cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after Executive's employment, Executive also shall fully cooperate with the Company to the extent reasonable in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while Executive was employed by the Company. The Company shall reimburse Executive for any reasonable out-of-pocket expenses incurred in connection with Executive's performance of obligations pursuant to this section.

**8. Code Sections 409A and 280G.** The terms of the Severance Plan relating to IRS Code Sections 409A and 280G shall govern any post-employment payments to Executive.

**9. General.**

(a) Notices. Except as otherwise specifically provided herein, any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or electronic mail transmission provided acknowledgment of receipt of electronic transmission is provided; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt.

Notices to Executive shall be sent to the last known address in the Company's records or such other address as Executive may specify in writing.

Notices to the Company shall be sent to:

Attn: John Aballi  
Chief Executive Officer  
Exagen Inc.  
1261 Liberty Way  
Vista, CA 92081

(b) Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto.



(c) Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given and shall not constitute a continuing waiver or consent.

(d) Assignment. The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Executive is principally involved. Executive may not assign Executive's rights and obligations under this Agreement without the prior written consent of the Company.

(e) Governing Law/Dispute Resolution. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of California without giving effect to the conflict of law principles thereof. The parties have agreed to arbitrate any disputes arising from or relating to this Agreement by arbitration pursuant to the Mutual Agreement to Arbitrate Claims entered into simultaneously herewith.

(f) Entire Agreement. This Agreement, together with the other agreements specifically referenced herein, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

**EXAGEN INC.**

By: /s/ John Aballi  
Name: John Aballi  
Title: Chief Executive Officer

**EXECUTIVE**

By: /s/ Jeff Black  
Jeff Black



## Exagen Appoints Jeffrey G. Black as New Chief Financial Officer

August 1, 2024

CARLSBAD, Calif., - Exagen Inc. (Nasdaq: XGN), a leading provider of autoimmune testing solutions announced today the appointment of Jeffrey G. Black, to the role of Chief Financial Officer (CFO), effective September 1, 2024. Mr. Black replaces Kamal Adawi, who will be stepping down, and John Aballi will act as interim CFO through the end of August.

"I sincerely thank Kamal for his leadership and numerous contributions to Exagen over the past decade," said John Aballi, President and CEO of Exagen. "Kamal has been extremely supportive throughout my time with the Company, and I am very appreciative of his dedication to our customers and organization. I appreciate him helping to ensure a smooth transition as we welcome Jeff to the organization."

Mr. Black brings to Exagen more than 30 years of financial and accounting experience, having served in finance leadership roles for eight publicly traded companies. He currently serves as CFO of Standard BioTools, where he recently played a key leadership role in executing its merger with SomaLogic, creating a diversified leader in life science tools. Prior to that, he was CFO of Apollo Endosurgery, where he was instrumental in the Company's turnaround and eventual \$650 million sale to Boston Scientific. Previously, he spent over four years as CFO of Alphatec Spine, where he successfully closed nearly \$500M in financing transactions to support accelerated growth, two strategic acquisitions and expansion of the company's market cap from \$20M to over \$1B during his tenure.

"I am delighted to welcome Jeff to the Exagen executive leadership team to help lead through our next phase of growth," said Mr. Aballi. "Jeff comes to us with a long history of success as a public company CFO and has a track record of establishing a positive corporate culture rooted in performance. I look forward to partnering with Jeff as the strength of our business starts to create new opportunities for growth."

"I am pleased to join John and his leadership team during an exciting time for Exagen," said Mr. Black. "There is a compelling opportunity ahead for Exagen to significantly impact patient care with truly differentiated solutions, and enhance shareholder value at the same time. I look forward to being a part of the team as it executes on its mission to improve clinical outcomes for patients."

### About Exagen Inc.

Exagen is a leading provider of autoimmune testing and its purpose as an organization is to provide clarity in autoimmune disease decision making with the goal of improving patients' clinical outcomes. Exagen is located in San Diego County, California.

For more information, please visit [Exagen.com](https://www.exagen.com) or follow [@ExagenInc](https://twitter.com/ExagenInc) on X (formerly known as Twitter).

### **Forward Looking Statements**

Exagen cautions you that statements contained in this press release regarding matters that are not historical facts are forward-looking statements. These statements are based on Exagen's current beliefs and expectations. The inclusion of forward-looking statements should not be regarded as a representation by Exagen that any of its plans will be achieved. Actual results may differ from those set forth in this press release due to the risks and uncertainties inherent in Exagen's business, including, without limitation Exagen's goals, strategies and ambitions; potential future financial and business performance; the potential utility and effectiveness of Exagen's services and testing solutions; the potential for future successes based on its appointment of Mr. Black; updates to be made to AVISE® CTD; potential shareholder value and growth and 2024 guidance. The inclusion of forward-looking statements should not be regarded as a representation by Exagen that any of its plans will be achieved. Actual results may differ from those set forth in this press release due to the risks and uncertainties inherent in Exagen's business, including, without limitation: delays in reimbursement and coverage decisions from Medicare and third-party payors and in interactions with regulatory authorities, and delays in ongoing and planned clinical trials involving its tests; changes in laws and regulations related to Exagen's regulatory requirements; Exagen's commercial success depends upon attaining and maintaining significant market acceptance of its testing products among rheumatologists, patients, third-party payors and others in the medical community; Exagen's ability to successfully execute on its business strategies; third-party payors not providing coverage and adequate reimbursement for Exagen's testing products, including Exagen's ability to collect on funds due; Exagen's ability to obtain and maintain intellectual property protection for its testing products; regulatory developments affecting Exagen's business; and other risks described in Exagen's prior press releases and Exagen's filings with the Securities and Exchange Commission ("SEC"), including under the heading "Risk Factors" in Exagen's Annual Report on Form 10-K for the year ended December 31, 2023 and any subsequent filings with the SEC. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof, and Exagen undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date hereof. All forward-looking statements are qualified in their entirety by this cautionary statement, which is made under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

### **Investor Relations**

**Exagen Inc.**  
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