

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): January 5, 2023

HARMONY BIOSCIENCES HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39450
(Commission
File Number)

82-2279923
(IRS Employer
Identification No.)

630 W. Germantown Pike, Suite 215
Plymouth Meeting, PA 19462
(Address of principal executive offices) (Zip Code)

(484) 539-9800
(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
Common Stock, \$0.00001 par value per share	HRMY	The Nasdaq Global 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.

Explanatory Note

This Amendment No. 1 to Current Report on Form 8-K (the "Amendment") is being filed to amend the Current Report on Form 8-K of Harmony Biosciences Holdings, Inc. (the "Company") filed on January 6, 2023 (the "Original 8-K"). The Amendment updates certain information that was not previously determined at the time of the Original 8-K. Further, this Amendment is being filed to correct the title of the Interim Principal Executive Officer from "Interim Chief Executive Officer" to "Interim President and Chief Executive Officer." The content of the Original Form 8-K has otherwise not changed.

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

Appointment of Interim Principal Executive Officer

As previously reported in the Original 8-K, the Board appointed Dr. Jeffrey M. Dayno as the Company's Interim President and Chief Executive Officer ("CEO"), effective January 6, 2023. Dr. Dayno will remain as the Company's Chief Medical Officer while serving as Interim President and CEO.

In connection with Dr. Dayno's appointment as Interim President and CEO, on January 23, 2023, the Company executed a Promotion Letter Agreement with Dr. Dayno (the "Letter Agreement"), which provides that Dr. Dayno will receive (i) an annual base salary of \$530,000 and (ii) a target annual bonus opportunity of 75% of his annual base salary. In addition, the Letter Agreement provides that Dr. Dayno will be paid a one-time cash bonus of \$300,000 upon the earlier of (i) June 30, 2024 and (ii) the closing of a change in control event for the Company, subject to Dr. Dayno's continued employment through such earlier date. In the event of the Board's appointment of a permanent CEO or Dr. Dayno's cessation as Interim President and CEO, the Letter Agreement will become null and void and Dr. Dayno shall again serve only as Executive Vice President, Chief Medical Officer of the Company, but maintain an annual base salary of \$530,000 and a target annual bonus equal to 75% of his annual base salary.

The changes described above are effective as of Dr. Dayno's appointment to Interim President and CEO on January 6, 2023.

The foregoing description of the Letter Agreement is qualified in its entirety by the full text of such agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Appointment of Executive Chairman

As previously reported in the Original 8-K, in connection with Mr. John Jacobs' resignation from the Company and the Board and to provide the Company with additional support and oversight during the transition period, the Board appointed Jeffrey S. Aronin, currently Chairman of the Board, as the Company's Executive Chairman, effective January 6, 2023.

In connection with Mr. Aronin's appointment, on January 17, 2023, the Board approved an annual cash payment of \$500,000 to Mr. Aronin in consideration for his role as Executive Chairman. The cash payment will be pro-rated for any partial year of service and will be paid on a quarterly basis in arrears within 30 days following the end of each calendar quarter for so long as Mr. Aronin serves in the role of Executive Chairman.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Promotion Letter Agreement, dated January 23, 2023, between Harmony Biosciences Holdings, Inc. and Jeffrey M. Dayno, M.D.
104	Cover Page Interactive Data File (formatted as Inline XBRL).

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.

HARMONY BIOSCIENCES HOLDINGS, INC.

Date: January 23, 2023

By: /s/ Sandip Kapadia
Sandip Kapadia
Chief Financial Officer

HARMONY BIOSCIENCES HOLDINGS, INC.

January 23, 2023

Jeffrey M. Dayno, M.D.
jdayno@harmonybiosciences.com

Re: Interim President and Chief Executive Officer Role

Dear Mr. Dayno:

As you know, on January 6, 2023, the Board of Directors (the “**Board**”) of Harmony Biosciences Holdings, Inc. (the “**Company**”) appointed you as Interim President and Chief Executive Officer of the Company (the “**Appointment**”). Your Appointment was effective as of January 6, 2023 and shall remain effective until such time as the Board appoints a permanent Chief Executive Officer or you otherwise cease to be the Interim President and Chief Executive Officer of the Company, whichever is earlier (such period, the “**Appointment Period**”).

You are receiving this letter (this “**Letter**”) because, in connection with the Appointment and in consideration of your services to the Company, the Board has agreed to amend that certain offer letter between you and the Company, dated as of October 10, 2017 (the “**Offer Letter**”), as follows:

1. Position and Title. Notwithstanding anything to the contrary contained in the Offer Letter, during the Appointment Period, you shall serve as Interim President and Chief Executive Officer of the Company through and until the last day of the Appointment Period, or as otherwise determined by the Board in its sole discretion. For the avoidance of doubt, during the Appointment Period, you shall continue to hold your position as Chief Medical Officer of the Company.

2. Compensation.

a. Base Salary and Target Annual Bonus. Notwithstanding anything to the contrary contained in the Offer Letter, as compensation for your services as Interim President and Chief Executive Officer of the Company, (i) you shall receive an annual base salary of \$530,000 per year, payable in accordance with the Company’s customary payroll practices and (ii) your target annual bonus shall be 75% of your annual base salary (with the actual amount of your annual bonus, if any, to be determined pursuant to the Company’s applicable annual bonus program). The foregoing changes to your annual base salary and target bonus opportunities are effective as of January 6, 2023 and shall be pro-rated for any partial year of service (including, for clarity, fiscal year 2023).

b. Transition Bonus. In connection with your appointment as Interim President and Chief Executive Officer of the Company, you shall be paid a one-time cash bonus of \$300,000. This bonus shall be paid upon the earlier of (i) June 30, 2024 or (ii) the closing of a change in control event for Harmony, so long as, in either case, you remain an employee of the Company on the applicable payment date.

c. Restoration. Notwithstanding the foregoing and except as otherwise determined by the Board (or a subcommittee thereof) in its sole discretion, effective as of the date immediately following the last day of the Appointment Period, this Letter shall be null and void *ab initio* and you shall again serve as Executive Vice President, Chief Medical Officer of the Company as applied immediately prior to the Appointment Period. Following the last day of the Appointment Period, your annual base

salary shall continue to be \$530,000 per year and your target annual bonus shall continue to be 75% of your annual base salary.

3. Certain Acknowledgements. By executing this Agreement, notwithstanding anything to the contrary contained herein or in the Offer Letter, you hereby acknowledge and agree that none of the following will (i) constitute a breach of the Offer Letter or this Letter or (ii) provide you with "Good Reason" to terminate your employment with the Company or constitute a termination of your employment by the Company without "Cause", in any case, for purposes of the Offer Letter, this Letter or any other arrangement between you and the Company or its subsidiaries or affiliates (including, without limitation, the Harmony Biosciences, LLC Separation Plan): (a) the Appointment, (b) the hiring and/or appointment of a new Chief Executive Officer of the Company (and any actions taken by the Company in connection with such hiring/appointment), or (c) your future restoration from Interim President and Chief Executive Officer of the Company to Executive Vice President, Chief Medical Officer of the Company (and related changes to your compensation in connection therewith, if any).

4. No Other Modifications. The Offer Letter will be deemed amended to the extent necessary to reflect Sections 1 through 3 above.

5. Miscellaneous. Nothing contained in this Letter will (i) confer upon you any right to continue in employment with the Company or its subsidiaries or affiliates; (ii) constitute a contract of employment; or (iii) interfere with the right of the Company (or its subsidiaries or affiliates) to terminate your employment at any time, for any reason or no reason, with or without cause. This Letter, together with the Offer Letter, sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by the Company and you, with respect to the subject matter hereof. All payments under this Letter will be subject to any required withholding of federal, state and local taxes pursuant to any applicable law or regulation and the Company and its affiliates are entitled to withholding any and all such taxes from amounts payable under this Letter.

By signing this Agreement, you hereby consent to the foregoing. Please acknowledge your acceptance of this Agreement by signing below.

Sincerely,

Harmony Biosciences Holdings, Inc.

/s/ Christian Ulrich

Name: Christian Ulrich

Title: SVP & General Counsel

Acknowledged and Agreed:

/s/ Jeffrey M. Dayno

Name: Jeffrey M. Dayno, M.D.