

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

Healthtech Solutions, Inc./UT

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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 2, 2021

HEALTHTECH SOLUTIONS, INC./UT
(Exact name of registrant as specified in its charter)

Utah
(State or Other Jurisdiction
of Incorporation)

0-51012
(Commission
File Number)

84-2528660
(I.R.S. Employer
Identification No.)

181 Dante Avenue, Tuckahoe, New York 10707
(Address of Principal Executive Office) (Zip Code)

844-926-3399
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Emerging growth company

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

ITEM 5.02 ELECTION OF DIRECTORS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On July 2, 2021 the Registrant's Board of Directors:

- appointed Steven A. Horowitz to serve on the Registrant's Board of Directors; and
- awarded Performance Restricted Share Units to its Chief Executive Officer and Chief Operating Officer.

On July 8, 2021, the Registrant issued a press release regarding the appointment of Mr. Horowitz to the Board, a copy of which is an exhibit to this Report.

Information regarding these actions follows:

Steven A. Horowitz, Director

Steven A. Horowitz. Mr. Horowitz has been appointed to the Board in order that he may contribute his many years of experience as a business advisor and financial analyst. Since 2015, Mr. Horowitz has been employed as a Managing Member of Horowitz & Rubenstein, LLC, a law firm focused on business development and financial management. From 2007 until 2015, Mr. Horowitz was the Managing Member of Horowitz Consulting Group, LLC, which provided business consulting services. In 1984 Mr. Horowitz was awarded a J.D. degree by the Maurice A. Deane School of Law at Hofstra University. In 1989, Mr. Horowitz was awarded a Master of Business Administration degree with a concentration in Public Accounting, by the Frank G. Zarb School of Business at Hofstra University. He is 61 years old.

The Registrant entered into a Director Agreement with Mr. Horowitz, which is applicable throughout his tenure on the Board. The Registrant agreed to pay Mr. Horowitz a fee for his service of \$50,000 per year, payable at Mr. Horowitz's discretion in cash or common stock at market value. In addition, upon execution of the Director Agreement, the Registrant awarded 500,000 shares of restricted common stock to Mr. Horowitz, which will vest over a three year period of service on the Board. The award agreement provides that whenever Mr. Horowitz is re-elected to the Board at an annual meeting of the shareholders, the Registrant will grant him additional restricted shares equal to 0.25% of the fully diluted outstanding shares.

Performance Restricted Share Units

The Board of Directors awarded to each of Edward Swanson, the Registrant's Chief Executive Officer, and Bradley K. Mathis, the Registrant's Chief Operating Officer, one million (1,000,000) performance restricted share units ("PSUs"). The PSUs vest semi-annually over the next three years of service. On June 28, 2024, the Registrant will issue shares of common stock in settlement of the PSUs. The number of shares to be issued will be determined on the basis of the market price for the common stock at that time or the Registrant's Market Cap at that time.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

Exhibits

- [10-a](#) Director Agreement dated July 2, 2021 between Healthtech Solutions, Inc. and Steven A. Horowitz
- [10-b](#) Share Unit Grant Agreement dated July 2, 2021 between Healthtech Solutions, Inc. and Edward Swanson

- [10-c](#) Share Unit Grant Agreement dated July 2, 2021 between Healthtech Solutions, Inc. and Bradley K. Mathis
- [99.1](#) Press Release dated July 8, 2021

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.

Healthtech Solutions, Inc.

Date: July 8, 2021

By: /s/ Edward Swanson
Edward Swanson, Chief Executive Officer

DIRECTOR AGREEMENT

This DIRECTOR AGREEMENT (the “Agreement”) is dated July 2, 2021 by and between HEALTHTECH SOLUTIONS, INC., a Utah corporation (the “Company”), and STEVEN A. HOROWITZ, an individual resident of the State of New York (the “Director”).

WHEREAS, the Company appointed the Director effective as of the date hereof (the “Effective Date”) and desires to enter into an agreement with the Director with respect to such appointment; and

WHEREAS, the Director is willing to accept such appointment and to serve the Company on the terms set forth herein and in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Position. Subject to the terms and provisions of this Agreement, the Company shall cause the Director to be appointed as a member of the Company's Board of Directors, and the Director hereby agrees to serve the Company in such position upon the terms and conditions hereinafter set forth, provided, however, that the Director's continued service on the Board of Directors of the Company (the “Board”) after the initial term on the Board, which shall end upon the next annual meeting of the stockholders of the Company, shall be subject to approval by the Company's stockholders.

2. Duties. During the Directorship Term (as defined herein), the Director shall perform such duties and responsibilities as are customarily performed by a Director, and shall have all responsibilities of a Director imposed by Utah or other applicable law, the Company's Articles of Incorporation and Bylaws, each as amended, including:

- using best efforts to attend scheduled meetings of the Board;
- serving on committees of the Board as reasonably requested by the Board;
- participating as a full voting member of the Board in setting overall objectives, approving plans and programs of operation, formulating general policies, offering advice and counsel, and reviewing management performance; and
- representing the shareholders and the interests of the Company as a fiduciary.

3. Compensation.

(a) Fee. The Company shall pay the Director a fee for services hereunder of Fifty Thousand Dollars (\$50,000) per annum (the “**Board Compensation**”) to be paid in equal quarterly installments of Twelve Thousand Five Hundred Dollars (\$12,500) (the “**Quarterly Payments**”) beginning with the initial payment on June 30, 2021. Following the Initial Payment, Quarterly Payments shall be due on the last business day of each September, December, March and June in the Directorship Term hereof (the “**Payment Dates**”). The Board Compensation shall be paid either in readily available funds or fully paid, validly issued and non-assessable common stock of the Company (the “**Common Stock**”), at the sole option of the Board Member, to be exercised by written notice to the Company on or prior to the Payment Date, failing which the Board Compensation shall be paid in cash. In the event that a Quarterly Payment is to be remitted in Common Stock, the number of shares shall be determined by dividing the Quarterly Payment by the closing sale price of the Common Stock on the trading day immediately preceding the applicable Payment Date, as reported by the principal trading market for the Common Stock.

(b) Restricted Stock. The Director shall be granted five hundred thousand (500,000) shares of restricted stock, to be granted promptly after the execution of this Agreement pursuant to the Restricted Stock Award Agreement in the form annexed hereto as Appendix A. In addition, the Director shall be granted shares of restricted stock in an amount equal to 0.25% of the fully diluted share count (including any and all outstanding common stock plus convertible securities, including convertible preferred shares, convertible debentures, granted stock options both vested and unvested, and warrants), following each annual stockholders meeting if re-elected as a Director of the Board by the stockholders of the Company (the "*Re-Election Award*"), the first grant of which will be made if re-elected at the first annual stockholders meeting that occurs at least 12 months after the Effective Date. Upon receipt of a Re-Election Award, the Company shall enter into a new restricted stock award agreement that separately outlines the terms and conditions of the Re-Election Award.

(c) Independent Contractor. The Director's legal status during the Directorship Term shall be that of an independent contractor and not, for any purpose, that of an employee or agent with authority to bind the Company in any respect. All payments and other consideration made or provided to the Director under this Section 3 shall be made or provided without withholding or deduction of any kind, and the Director shall assume sole responsibility for discharging all tax or other obligations associated therewith.

(d) Expense Reimbursements. During the Directorship Term, the Company shall reimburse the Director for all reasonable out-of-pocket expenses incurred by the Director in attending any in-person meetings, provided that the Director complies with the generally applicable policies, practices and procedures of the Company for submission of expense reports, receipts or similar documentation of such expenses. Any reimbursements for any single item of expense in excess of \$1,000 or for aggregate expenses during any thirty-day period in excess of \$2,500 must be approved in advance by the Company.

4. Directorship Term. The "Directorship Term," as used in this Agreement, shall mean the period commencing on the Effective Date and terminating on the earlier of the date of the next annual stockholders meeting and the earliest of the following to occur: (a) the death of the Director; (b) the termination of the Director from his membership on the Board by the mutual agreement of the Company and the Director; (c) the removal of the Director from the Board by the stockholders of the Company; and (d) the resignation by the Director from the Board. In the event that the Director is re-elected at a stockholders meeting, then the Agreement shall be extended, and the term "next annual stockholders meeting" in the preceding sentence shall mean the first annual stockholders meeting occurring after the re-election.

5. Director's Representation and Acknowledgment. The Director represents to the Company that his execution and performance of this Agreement shall not be in violation of any agreement or obligation (whether or not written) that he may have with or to any person or entity, including without limitation, any prior or current employer. The Director hereby acknowledges and agrees that this Agreement (and any other agreement or obligation referred to herein) shall be an obligation solely of the Company, and the Director shall have no recourse whatsoever against any stockholder of the Company or any of their respective affiliates with regard to this Agreement.

6. Director Covenants.

(a) Unauthorized Disclosure. The Director agrees and understands that in the Director's position with the Company, the Director will be exposed to and receive information relating to the confidential affairs of

the Company, including, but not limited to, research programs and results, data, scientific concepts, inventions and technical information (collectively, "**Company IP**"), business and marketing plans, strategies, customer information, other information concerning the Company's research and development activities, products, promotions, development, financing, expansion plans, business policies and practices, and other forms of information considered by the Company to be confidential and in the nature of trade secrets. The Director agrees that during the Directorship Term and thereafter, the Director will keep such information confidential and will not disclose such information, either directly or indirectly, to any third person or entity without the prior written consent of the Company; provided, however, that (i) the Director shall have no such obligation to the extent such information is or becomes publicly known or generally known in the Company's industry other than as a result of the Director's breach of his obligations hereunder and (ii) the Director may, after giving prior notice to the Company to the extent practicable under the circumstances, disclose such information to the extent required by applicable laws or governmental regulations or judicial or regulatory process. This confidentiality covenant has no temporal, geographical or territorial restriction. Upon termination of the Directorship Term, the Director will promptly return to the Company and/or destroy at the Company's direction all property, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data, other product or document, and any summary or compilation of the foregoing, in whatever form, including, without limitation, in electronic form, which has been produced by, received by or otherwise submitted to the Director in the course or otherwise as a result of the Director's position with the Company during or prior to the Directorship Term, provided that the Company shall retain such materials and make them available to the Director if requested by him in connection with any litigation against the Director under circumstances in which (i) the Director demonstrates to the reasonable satisfaction of the Company that the materials are useful to his defense in the litigation and (ii) the confidentiality of the materials is preserved to the reasonable satisfaction of the Company.

(b) Non-Solicitation. During the Directorship Term and for a period of three (3) years thereafter, the Director shall not interfere with the Company's relationship with, or endeavor to entice away from the Company, any person who, on the date of the termination of the Directorship Term and/or at any time during the one year period prior to the termination of the Directorship Term, was an employee or customer of the Company or otherwise had a material business relationship with the Company.

(c) No Conflict. Director will not engage in any activity that creates an actual or perceived conflict of interest with the Company, regardless of whether such activity is prohibited by Company's conflict of interest guidelines or this Agreement, and Director agrees to notify the Board of Directors before engaging in any activity that could reasonably be assumed to create a potential conflict of interest with Company. Director shall not engage in any activity that is in direct competition with the Company or serve in any capacity (including, but not limited to, as an employee, consultant, advisor or director) in any company or entity that competes directly or indirectly with the Company without the approval of the Board of Directors. Nothing in this Section 6(c) shall prohibit the Director from being (i) a stockholder in a mutual fund or a diversified investment company or (ii) a passive owner of not more than three percent of the outstanding stock of any class of securities of a corporation, which are publicly traded, so long as the Director has no active participation in the business of such corporation.

(d) Remedies. The Director agrees that any breach of the terms of this Section 6 would result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law; the Director therefore also agrees that in the event of said breach or any threat of breach, the Company shall be entitled to an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Director and/or any and all entities acting for and/or with the Director, without having to prove damages or paying a bond, in addition to any other remedies to which the Company may be entitled at law

or in equity. The terms of this paragraph shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including, but not limited to, the recovery of damages from the Director. The Director acknowledges that the Company would not have entered into this Agreement had the Director not agreed to the provisions of this Section 6.

(e) The provisions of this Section 6 shall survive any termination of the Directorship Term, and the existence of any claim or cause of action by the Director against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements of this Section 6.

7. Work Product. In the event that the Director participates in any of the Company's research and development activities ("**Company Practice**"), or pursues research and development activities that are premised on, or extensions of, in whole or in part, research or development activities carried on by the Company ("**Derivative Practice**"), then the Company shall own all right, title and interest relating to all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by the Director or jointly with others and are either materially derivative from Company Practice or Derivative Practice or involved Director's use of Company IP (collectively, "**Developments**"). The Director agrees to make full and prompt disclosure to the Company of all Developments and provide all Developments and all materials and concepts relating to Developments to the Company. Director hereby assigns to the Company or its designee all of the Director's right, title and interest in and to any and all Developments. The Director agrees to cooperate fully with the Company, both during and after the term of this Agreement, with respect to the procurement, maintenance and enforcement of intellectual property rights (both in the United States and foreign countries) relating to any Developments. The Director shall sign all documents which may be necessary or desirable in order to protect the Company's rights in and to any Developments, and the Director hereby irrevocably designates and appoints each officer of the Company as the Director's agent and attorney-in-fact to execute any such documents on the Director's behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Developments. Notwithstanding anything to the contrary above, this Section 7 does not apply to an invention for which no equipment, supplies, facility of the Company or Company IP was used, unless the invention relates to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or the invention results from any work performed by the Director for the Company.

8. Indemnification; Insurance. Simultaneous with the execution of this Director Agreement, the Company and the Director will execute an Indemnification Agreement providing for the Company to indemnify the Director for his activities as a member of the Board or any committee of the Board to the fullest extent permitted under the laws of the State of Utah. The Company agrees that at all times during the Directorship Term, the Company will maintain in full force and effect a Directors and Officers liability insurance policy with standard terms of coverage and a per event coverage limit of not less than Two Million Dollars (\$2,000,000).

9. Notices. Every notice relating to this Agreement shall be in writing and shall be given by personal delivery or by email with a read receipt; to:

If to the Company:

Healthtech Solutions, Inc.
181 Dante Avenue
Tuckahoe, NY 10707
Email: rbrantl21@gmail.com

If to the Director:

Steven A. Horowitz
990 Stewart Ave., Suite 201
Garden City, NY 11530
Email: steve@horowitzrubenstein.com

Either of the parties hereto may change their address for purposes of notice hereunder by giving notice in writing to such other party pursuant to this Section 9.

10. Binding Effect/Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, estates, successors (including, without limitation, by way of merger) and assigns. Notwithstanding the provisions of the immediately preceding sentence, neither the Director nor the Company shall assign all or any portion of this Agreement without the prior written consent of the other party.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without reference to the principles of conflict of laws. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any court in New York County, New York and the parties hereto hereby consent to the jurisdiction of such courts in any such action or proceeding; provided, however, that neither party shall commence any such action or proceeding unless prior thereto the parties have in good faith attempted to resolve the claim, dispute or cause of action which is the subject of such action or proceeding through mediation by an independent third party.

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12. Modifications. Neither this Agreement nor any provision hereof may be modified, altered, amended or waived except by an instrument in writing duly signed by the party to be charged.

13 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Director Agreement to be executed by authority of its Board of Directors, and the Director has hereunto set his hand, on the day and year first above written.

HEALTHTECH SOLUTIONS, INC.

/s/ Edward Swanson

Edward Swanson
Chief Executive Officer

DIRECTOR

/s/ Steven A. Horowitz

Steven A. Horowitz

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HEALTHTECH SOLUTIONS INC. SHARE UNIT GRANT AGREEMENT (PERFORMANCE VESTING)
(PERFORMANCE RESTRICTED SHARE UNITS)

The following Award is given to the Participant identified below pursuant to the Company's undertaking in the following agreement:

Executive Employment Agreement dated June 28, 2021 between Healthtech Solutions, Inc. and Edward Swanson (the "**Employment Agreement**").

Healthtech Solutions, Inc. (the "**Company**") hereby awards to you a Share Unit in the amount set forth below convertible into Common Shares in accordance with the terms set forth herein (the "**Award**"). This Award is subject to all of the terms and conditions as set forth herein (the "**Agreement**").

Participant: Edward Swanson

Equity Grant Date: July 2, 2021

Commencement Date: June 28, 2021

Number of Share Units Subject to Award: 1,000,000

The details of your Award are as follows.

1. CONSIDERATION. Consideration for this Award is satisfied by your services to the Company.

2. VESTING . Share Units vest (meaning that the Participant's right to the Share Units become nonforfeitable and no longer subject to any service requirement) in six equal installments on the first six semi-anniversaries of the Commencement Date (each such date, a "**Vesting Date**"), provided that vesting will occur on a Vesting Date only if the Participant remains employed by the Company. In addition, all unvested Share Units will vest on the effective date of any termination of the Participant's employment by reason of Death, Disability, Good Reason or a Change of Control or if the Company terminates his employment without Cause (all such capitalized terms being defined as set forth in Section 11 of the Employment Agreement .. Upon any other termination of Participant's employment, all Share Units that remain unvested shall be forfeited, and the Company shall have no obligation to issue any shares of Common Stock in settlement of that portion of the Award.

3. SETTLEMENT. The number of shares of Common Stock which the Company will issue to you in settlement of this Award (the "**Settlement Shares**") will be determined by reference to the single most favorable to you of the following eight performance thresholds:

i) If on the Measurement Date, the Adjusted Share Price:

(A) is less than \$2.00, then Participant will be entitled to receive a number of Common Shares equal to 0% of the number of Share Units subject to the Award that have vested;

(B) equals or exceeds \$2.00, then Participant will be entitled to receive a number of Common Shares equal to 100% of the number of Share Units subject to the Award that have vested;

(C) equals or exceeds \$3.00, then Participant will be entitled to receive a number of Common Shares equal to 200% of the number of Share Units subject to the Award that have vested;

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(D) equals or exceeds \$4.00, then Participant will be entitled to receive a number of Common Shares equal to 300% of the number of Share Units subject to the Award that have vested.

ii) If on the Measurement Date, the Market Cap:

(E) is less than Two Hundred Million Dollars, then Participant will be entitled to receive a number of Common Shares equal to 0% of the number of Share Units subject to the Award that have vested;

(F) equals or exceeds Two Hundred Million Dollars, then Participant will be entitled to receive a number of Common Shares equal to 100% of the number of Share Units subject to the Award that have vested;

(G) equals or exceeds Three Hundred Million Dollars, then Participant will be entitled to receive a number of Common Shares equal to 200% of the number of Share Units subject to the Award that have vested;

(H) equals or exceeds Four Hundred Million Dollars, then Participant will be entitled to receive a number of Common Shares equal to 300% of the number of Share Units subject to the Award that have vested.

(iii) Interpolation

If the most favorable Adjusted Share Price on the Measurement Date is between any of the values recited above, or the most favorable Market Cap on the Measurement Date is between any of the values recited above, Participant shall be entitled to receive a number of Settlement Shares that is the mathematical linear interpolation between the number of Settlement Shares which would be issuable at defined ends of the applicable spectrum.

(iv) Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

(A) "**Adjusted Share Price**" means the sum of (x) the average of the Adjusted Closing Prices of the common shares during the 90 consecutive trading days ending on the specified measurement date (or if such measurement date does not fall on a trading day, the immediately preceding trading day); and (y) (i) the aggregate value of any dividends paid over the Performance Period on common shares (including per-common-share-equivalent payments made to holders of common share derivatives), divided by (ii) the number of Diluted Shares as of the measurement date.

(B) "**Adjusted Closing Prices**" means the closing prices of the common stock on its primary trading platform, adjusted equitably to eliminate the effect of any stock split, stock dividend, reverse stock split or consolidation of the common stock after the Equity Grant Date.

(C) "**Diluted Shares**" means the outstanding common shares plus the number of shares of common stock into which any outstanding shares of preferred stock are convertible by the holder without payment or material conditions to conversion.

(D) "**Performance Period**" means the period from the Commencement Date recited above to and including the Measurement Date.

(E) "**Measurement Date**" means the date that is three years from the Commencement Date.

(F) "**Market Cap**" means the Diluted Shares multiplied by the Adjusted Share Price, all as of the Measurement Date.

4. DISTRIBUTION OF COMMON SHARES . The Company will deliver to you a certificate or notice of book entry of the Settlement Shares issuable in accordance with the provisions of Section 3 as soon as practicable after the Measurement Date, but in any event no later than sixty (60) days after such date (the "Settlement Date").

5. NUMBER OF SHARE UNITS. The number of Share Units subject to your Award will be adjusted equitably from time to time to reflect the effect of any stock split, stock dividend, reverse stock split or consolidation of the common stock after the Equity Grant Date. The Company will establish a bookkeeping account to reflect the number of Share Units standing to your credit from time to time. However, you will not be deemed to be the holder of, or to have any of the rights of a shareholder with respect to, any Common Shares subject to your Award (including but not limited to shareholder voting rights) unless and until the shares have been delivered to you in accordance with Section 4 of this Agreement.

6. COMPLIANCE WITH SECTION 409A OF THE INTERNAL REVENUE CODE. This Agreement is intended to comply with the requirements of section 409A of the Code and its corresponding regulations and related guidance, and shall in all respects be administered and interpreted in accordance with such requirements.

7. SECURITIES LAW COMPLIANCE . You may not be issued any Settlement Shares under your Award unless the shares are either (i) then registered under the Securities Act of 1934 as amended (the "Securities Act"), or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award must also comply with other applicable laws and regulations governing the Award, and you shall not receive such shares if the Company determines that such receipt would not be in material compliance with such laws and regulations.

8. RESTRICTIVE LEGENDS. The Common Shares issued under your Award shall be endorsed with appropriate legends, if any, determined by the Company.

9. TRANSFERABILITY. Your Award is not transferable, except by will or by the laws of descent and distribution. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, will thereafter be entitled to receive any distribution of Settlement Shares pursuant to Section 3 of this Agreement.

10. AWARD NOT A SERVICE CONTRACT . Your Award is not an employment or service contract, and nothing in your Award will be deemed to create in any way whatsoever any obligation on your part to continue in the service of the Company, or on the part of the Company to continue such service. In addition, nothing in your Award will obligate the Company, its shareholders, boards of directors or employees to continue any relationship that you might have as an employee of the Company.

11. UNSECURED OBLIGATION . Your Award is unfunded, and as a holder of a vested Share Unit, you will be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue Common Shares pursuant to this Agreement. You will not have voting or any other rights as a shareholder of the Company with respect to the Common Shares subject to your Award until such Common Shares are issued to you pursuant to Section 4 of this Agreement. Upon such issuance, you will obtain full voting and other rights as a shareholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

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12. WITHHOLDING OBLIGATIONS. On or before the time you receive a distribution of Common Shares pursuant to your Award, or at any time thereafter as requested by the Company, you hereby authorize any required withholding from the Settlement Shares, payroll and any other amounts payable or issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company which arise in connection with your Award (the "**Withholding Taxes**"). The Company shall (i) withhold, from Common Shares otherwise issuable upon settlement of the Award, a portion of those Common Shares with an aggregate Market Price (i.e. closing last trade price on the Measurement Date) equal to the amount of the applicable withholding taxes; provided, however, that the number of such Common Shares so withheld shall not exceed the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding tax rates (or such other amount as may be permitted by applicable law and accounting standards) , and (ii) make a cash payment equal to such fair market value directly to the appropriate taxing authorities.

13. NOTICES . Any notices provided for in your Award shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the mail, postage prepaid, addressed to you at the last address you provided to the Company.

14. AMENDMENT . The Company's Board (or appropriate committee thereof) reserves the right to change, by written notice to you, the provisions of this Agreement in any way it may deem necessary or advisable to carry out the purpose of the grant as a result of any change in applicable laws or regulations or any future law, regulation, ruling, or judicial decision, provided that any such change will be applicable only to rights relating to that portion of the Award which is then subject to restrictions as provided herein.

15. MISCELLANEOUS.

(a) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(b) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(c) This Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(d) All obligations of the Company under this Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

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16. CHOICE OF LAW . The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of New York.

17. SEVERABILITY . If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

IN WITNESS WHEREOF, this Award is executed on behalf of the Company

HEALTHTECH SOLUTIONS, INC.

By: /s/ Manuel Iglesias

Name: Manuel Iglesias

Title: President

I hereby accept the Award subject to the terms and conditions set forth herein.

/s/ Edward Swanson

Name: Edward Swanson

Date: July 2, 2021

HEALTHTECH SOLUTIONS INC. SHARE UNIT GRANT AGREEMENT (PERFORMANCE VESTING)
(PERFORMANCE RESTRICTED SHARE UNITS)

The following Award is given to the Participant identified below pursuant to the Company's undertaking in the following agreement:

Executive Employment Agreement dated June 28, 2021 between Healthtech Solutions, Inc. and Bradley K. Mathis (the "**Employment Agreement**").

Healthtech Solutions, Inc. (the "**Company**") hereby awards to you a Share Unit in the amount set forth below convertible into Common Shares in accordance with the terms set forth herein (the "**Award**"). This Award is subject to all of the terms and conditions as set forth herein (the "**Agreement**").

Participant: Bradley K. Mathis

Equity Grant Date: July 2, 2021

Commencement Date: June 28, 2021

Number of Share Units Subject to Award: 1,000,000

The details of your Award are as follows.

1. CONSIDERATION. Consideration for this Award is satisfied by your services to the Company.

2. VESTING . Share Units vest (meaning that the Participant's right to the Share Units become nonforfeitable and no longer subject to any service requirement) in six equal installments on the first six semi-anniversaries of the Commencement Date (each such date, a "**Vesting Date**"), provided that vesting will occur on a Vesting Date only if the Participant remains employed by the Company. In addition, all unvested Share Units will vest on the effective date of any termination of the Participant's employment by reason of Death, Disability, Good Reason or a Change of Control or if the Company terminates his employment without Cause (all such capitalized terms being defined as set forth in Section 11 of the Employment Agreement .. Upon any other termination of Participant's employment, all Share Units that remain unvested shall be forfeited, and the Company shall have no obligation to issue any shares of Common Stock in settlement of that portion of the Award.

3. SETTLEMENT. The number of shares of Common Stock which the Company will issue to you in settlement of this Award (the "**Settlement Shares**") will be determined by reference to the single most favorable to you of the following eight performance thresholds:

i) If on the Measurement Date, the Adjusted Share Price:

(A) is less than \$2.00, then Participant will be entitled to receive a number of Common Shares equal to 0% of the number of Share Units subject to the Award that have vested;

(B) equals or exceeds \$2.00, then Participant will be entitled to receive a number of Common Shares equal to 100% of the number of Share Units subject to the Award that have vested;

(C) equals or exceeds \$3.00, then Participant will be entitled to receive a number of Common Shares equal to 200% of the number of Share Units subject to the Award that have vested;

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(D) equals or exceeds \$4.00, then Participant will be entitled to receive a number of Common Shares equal to 300% of the number of Share Units subject to the Award that have vested.

ii) If on the Measurement Date, the Market Cap:

(E) is less than Two Hundred Million Dollars, then Participant will be entitled to receive a number of Common Shares equal to 0% of the number of Share Units subject to the Award that have vested;

(F) equals or exceeds Two Hundred Million Dollars, then Participant will be entitled to receive a number of Common Shares equal to 100% of the number of Share Units subject to the Award that have vested;

(G) equals or exceeds Three Hundred Million Dollars, then Participant will be entitled to receive a number of Common Shares equal to 200% of the number of Share Units subject to the Award that have vested;

(H) equals or exceeds Four Hundred Million Dollars, then Participant will be entitled to receive a number of Common Shares equal to 300% of the number of Share Units subject to the Award that have vested.

(iii) Interpolation

If the most favorable Adjusted Share Price on the Measurement Date is between any of the values recited above, or the most favorable Market Cap on the Measurement Date is between any of the values recited above, Participant shall be entitled to receive a number of Settlement Shares that is the mathematical linear interpolation between the number of Settlement Shares which would be issuable at defined ends of the applicable spectrum.

(iv) Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

(A) "**Adjusted Share Price**" means the sum of (x) the average of the Adjusted Closing Prices of the common shares during the 90 consecutive trading days ending on the specified measurement date (or if such measurement date does not fall on a trading day, the immediately preceding trading day); and (y) (i) the aggregate value of any dividends paid over the Performance Period on common shares (including per-common-share-equivalent payments made to holders of common share derivatives), divided by (ii) the number of Diluted Shares as of the measurement date.

(B) "**Adjusted Closing Prices**" means the closing prices of the common stock on its primary trading platform, adjusted equitably to eliminate the effect of any stock split, stock dividend, reverse stock split or consolidation of the common stock after the Equity Grant Date.

(C) "**Diluted Shares**" means the outstanding common shares plus the number of shares of common stock into which any outstanding shares of preferred stock are convertible by the holder without payment or material conditions to conversion.

(D) "**Performance Period**" means the period from the Commencement Date recited above to and including the Measurement Date.

(E) "**Measurement Date**" means the date that is three years from the Commencement Date.

(F) "**Market Cap**" means the Diluted Shares multiplied by the Adjusted Share Price, all as of the Measurement Date.

4. DISTRIBUTION OF COMMON SHARES . The Company will deliver to you a certificate or notice of book entry of the Settlement Shares issuable in accordance with the provisions of Section 3 as soon as practicable after the Measurement Date, but in any event no later than sixty (60) days after such date (the "Settlement Date").

5. NUMBER OF SHARE UNITS. The number of Share Units subject to your Award will be adjusted equitably from time to time to reflect the effect of any stock split, stock dividend, reverse stock split or consolidation of the common stock after the Equity Grant Date. The Company will establish a bookkeeping account to reflect the number of Share Units standing to your credit from time to time. However, you will not be deemed to be the holder of, or to have any of the rights of a shareholder with respect to, any Common Shares subject to your Award (including but not limited to shareholder voting rights) unless and until the shares have been delivered to you in accordance with Section 4 of this Agreement.

6. COMPLIANCE WITH SECTION 409A OF THE INTERNAL REVENUE CODE. This Agreement is intended to comply with the requirements of section 409A of the Code and its corresponding regulations and related guidance, and shall in all respects be administered and interpreted in accordance with such requirements.

7. SECURITIES LAW COMPLIANCE . You may not be issued any Settlement Shares under your Award unless the shares are either (i) then registered under the Securities Act of 1934 as amended (the "Securities Act"), or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award must also comply with other applicable laws and regulations governing the Award, and you shall not receive such shares if the Company determines that such receipt would not be in material compliance with such laws and regulations.

8. RESTRICTIVE LEGENDS. The Common Shares issued under your Award shall be endorsed with appropriate legends, if any, determined by the Company.

9. TRANSFERABILITY. Your Award is not transferable, except by will or by the laws of descent and distribution. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, will thereafter be entitled to receive any distribution of Settlement Shares pursuant to Section 3 of this Agreement.

10. AWARD NOT A SERVICE CONTRACT . Your Award is not an employment or service contract, and nothing in your Award will be deemed to create in any way whatsoever any obligation on your part to continue in the service of the Company, or on the part of the Company to continue such service. In addition, nothing in your Award will obligate the Company, its shareholders, boards of directors or employees to continue any relationship that you might have as an employee of the Company.

11. UNSECURED OBLIGATION . Your Award is unfunded, and as a holder of a vested Share Unit, you will be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue Common Shares pursuant to this Agreement. You will not have voting or any other rights as a shareholder of the Company with respect to the Common Shares subject to your Award until such Common Shares are issued to you pursuant to Section 4 of this Agreement. Upon such issuance, you will obtain full voting and other rights as a shareholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

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12. WITHHOLDING OBLIGATIONS. On or before the time you receive a distribution of Common Shares pursuant to your Award, or at any time thereafter as requested by the Company, you hereby authorize any required withholding from the Settlement Shares, payroll and any other amounts payable or issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company which arise in connection with your Award (the "**Withholding Taxes**"). The Company shall (i) withhold, from Common Shares otherwise issuable upon settlement of the Award, a portion of those Common Shares with an aggregate Market Price (i.e. closing last trade price on the Measurement Date) equal to the amount of the applicable withholding taxes; provided, however, that the number of such Common Shares so withheld shall not exceed the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding tax rates (or such other amount as may be permitted by applicable law and accounting standards) , and (ii) make a cash payment equal to such fair market value directly to the appropriate taxing authorities.

13. NOTICES . Any notices provided for in your Award shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the mail, postage prepaid, addressed to you at the last address you provided to the Company.

14. AMENDMENT . The Company's Board (or appropriate committee thereof) reserves the right to change, by written notice to you, the provisions of this Agreement in any way it may deem necessary or advisable to carry out the purpose of the grant as a result of any change in applicable laws or regulations or any future law, regulation, ruling, or judicial decision, provided that any such change will be applicable only to rights relating to that portion of the Award which is then subject to restrictions as provided herein.

15. MISCELLANEOUS.

(a) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(b) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(c) This Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(d) All obligations of the Company under this Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

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16. CHOICE OF LAW . The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of New York.

17. SEVERABILITY . If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

IN WITNESS WHEREOF, this Award is executed on behalf of the Company

HEALTHTECH SOLUTIONS, INC.

By: /s/ Edward Swanson

Name: Edward Swanson

Title: Chief Executive Officer

I hereby accept the Award subject to the terms and conditions set forth herein.

/s/ Bradley K. Mathis

Name: Bradley K. Mathis

Date: July 2, 2021

Healthtech Solutions, Inc. Adds Distinguished Leadership To Its Board of Directors

Steve Horowitz appointed to Board of Directors

Healthtech Solutions, Inc. (OTC: HLTT) (“Healthtech” or the “Company”), an innovative portfolio-model life sciences company focused on building impactful solutions for patients and the healthcare system through its subsidiary companies ranging in stage from pre-clinical to commercial growth, announced today that Steve Horowitz was appointed to the Board of Directors.

Mr. Horowitz has been appointed to the Board in order that he may contribute his many years of experience as a business advisor and financial analyst. As of 2021, Mr. Horowitz is Global Tax Director at the International law firm, DiazReus International Law Firm & Alliance. Since 2015, Mr. Horowitz has been employed as a Managing Member of Horowitz & Rubenstein, LLC, a law firm focused on business development and financial management. From 2007 until 2015, Mr. Horowitz was the Managing Member of Horowitz Consulting Group, LLC, which provided business consulting services. In 1984 Mr. Horowitz was awarded a J.D. degree by the Maurice A. Deane School of Law at Hofstra University. In 1989, Mr. Horowitz was awarded a Master of Business Administration degree with a concentration in Public Accounting, by the Frank G. Zarb School of Business at Hofstra University.

Ned Swanson, MD, CEO of Healthtech commented, “We are excited to have Steve Horowitz join our team as a director of Healthtech. Steve’s addition elevates and diversifies our capabilities adding strategic legal and financial expertise to continue to support and accelerate the Healthtech vision to advance healthcare and improve the lives of countless individuals.

About Healthtech Solutions Inc.

Healthtech Solutions Inc. is an innovative portfolio-model life sciences company focused on building impactful solutions for patients and the healthcare system through our subsidiary companies ranging in stage from pre-clinical to commercial growth. At Healthtech, we are driven by innovation and people. At the core, our philosophy is that highly motivated people with ambitious goals can achieve breakthroughs with the right organizational support. By identifying and building visionary teams within an ecosystem that fuels their strengths, we believe that we can collectively accelerate the next wave of advancements in healthcare. From our perspective, breakthroughs often occur at the intersection of multiple approaches, so we are agnostic to the solution - therapeutics, devices, diagnostics, digital technology, or a combination. In fact, we hypothesize that some of the most promising breakthroughs will occur at the interface of these traditional silos, which has already begun to occur. Healthcare, illness, and injury are multifactorial, and we believe the solutions often need to be multi-pronged to succeed.

NO OFFER OR SOLICITATION

This communication shall neither constitute an offer to sell nor the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which the offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction.

FORWARD-LOOKING STATEMENTS

Any statements contained in this press release that do not describe historical facts may constitute forward-looking statements. Forward-looking statements, which involve assumptions and describe the Company's future plans, strategies and expectations, are generally identifiable by use of the words "may," "should," "would," "will," "could," "scheduled," "expect," "anticipate," "estimate," "believe," "intend," "seek" or "project" or the negative of these words or other variations on these words or comparable terminology. Such forward-looking statements are not meant to predict or guarantee actual results, performance, events or circumstances, and may not be realized because they are based upon the Company's current projections, plans, objectives, beliefs, expectations, estimates, and assumptions, and are subject to several risks and uncertainties and other influences, over many of which the Company has no control. Actual results and the timing of certain events and circumstances may differ materially from those described by the forward-looking statements as a result of these risks and uncertainties. These and other factors are identified and described in more detail in the Company's filings with the SEC. The Company does not undertake to update these forward-looking statements.

Contacts:

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Cover

Jul. 02, 2021

Cover [Abstract]

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<u>Entity Central Index Key</u>	0001307624
<u>Entity Tax Identification Number</u>	84-2528660
<u>Entity Incorporation, State or Country Code</u>	UT
<u>Entity Address, Address Line One</u>	181 Dante Avenue
<u>Entity Address, City or Town</u>	Tuckahoe
<u>Entity Address, State or Province</u>	NY
<u>Entity Address, Postal Zip Code</u>	10707
<u>City Area Code</u>	844
<u>Local Phone Number</u>	926-3399
<u>Written Communications</u>	false
<u>Soliciting Material</u>	false
<u>Pre-commencement Tender Offer</u>	false
<u>Pre-commencement Issuer Tender Offer</u>	false
<u>Entity Emerging Growth Company</u>	false

