## SECURITIES AND EXCHANGE COMMISSION

# FORM 8-K

Current report filing

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## **FILER**

## **Sharps Technology Inc.**

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# **UNITED STATES** SECURITIES AND EXCHANGE COMMISSION

**WASHINGTON, DC 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 24, 2024

Sharps	<b>Technol</b>	logy,	Inc.
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	aips iccumology,	1110.	
(Exact N	ame of Registrant as Specified in	Its Charter)	
Nevada (State or Other Jurisdiction of Incorporation)			
001-41355		82-3751728	
(Commission		(IRS Employer	
File Number)		Identification No.)	
	Maxess Road, Melville, New Yord Address of Principal Executive Of		
(Registrar	(631) 574 -4436 nt's Telephone Number, Including	g Area Code)	
(Former Name	or Former Address, if Changed S	Since Last Report)	
Check the appropriate box below if the Form 8-K any of the following provisions (see General Instru		sly satisfy the filing obligation of the registrant under	
☐ Written communications pursuant to Rule 425	under the Securities Act (17 CF)	R 230.425)	
□ Soliciting material pursuant to Rule 14a-12 ur	nder the Exchange Act (17 CFR 2	40.14a-12)	
☐ Pre-commencement communications pursuant	t to Rule 14d-2(b) under the Exch	nange Act (17 CFR 240.14d-2(b))	
☐ Pre-commencement communications pursuant	t to Rule 13e-4(c) under the Exch	ange Act (17 CFR 240.13e-4(c))	
Securities registered pursuant to Section 12(b) of t	he Act:		
Title of each class	Trading Symbol(s)	Name of each exchange on which registered	
Common Stock, \$0.0001 par value	STSS	NASDAQ Capital Market	
Common Stock Purchase Warrants	STSSW	NASDAQ Capital Market	

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

Emerging growth company 🗷

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

## Item 1.01 Entry into a Material Definitive Agreement.

On July 24, 2024, Sharps Technology, Inc., a Nevada corporation (the "Company"), entered into a Supply Agreement (the "Supply Agreement") with Stericare Solutions, LLC, a Texas limited liability company, ("Stericare"), pursuant to which Stericare agreed to purchase 520 million units of 10ml PP Sologard syringes from the Company. The specific purchase price is confidential and redacted from the Supply Agreement filed herewith but revenues are expected in excess of \$50M. Pursuant to the Supply Agreement, Stericare has agreed to purchase 520 million units of 10ml PP Sologard syringes in the following increments: 40 million units in the first year, and 120 million units every year for the remaining life of the Supply Agreement. The Supply Agreement has a five (5) year term commencing upon the initial delivery of product to the point of entry in USA, targeted for November 1, 2024 (the "Initial Term"). Upon expiration of the Initial Term, the Supply Agreement will automatically renew for additional one (1) year periods (each, a "Renewal Term"), unless a party gives the other party written notice of termination at least ninety (90) days prior to the end of the Initial Term or Renewal Term. The Agreement may be terminated by either party upon written notice to the other party if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof. The Agreement may be terminated by either party upon written notice to the other party if the other party becomes insolvent, makes an assignment for the benefit of creditors, or a petition under any bankruptcy or insolvency Law is filed by or against such party and is not dismissed within 120 days. If either party is acquired by a competitor of the other party, then either party can terminate the Agreement with six (6) months written notice.

The foregoing is a summary description of certain terms of the Supply Agreement. For a full description of all terms, please refer to the copy of the Supply Agreement that is incorporated by reference and filed herewith as <u>Exhibit 1.0</u>.

### Item 7.01 Regulation FD Disclosure

On July 25, 2024, Sharps Technology, Inc. (the "Company") issued a press release announcing that it has entered into a five-year agreement with Stericare Solutions, LLC to supply them with customized 10mL SoloGard syringes, thus selling out the available manufacturing capacity for the 10mL SoloGard disposable syringe in the Company's EU facility.

A copy of the press release is furnished hereto as Exhibit 99.1 and incorporated herein by reference.

### **Exhibits 9.01 Financial Statements and Exhibits**

Exhibit No.	<b>Description</b>
10.1	Supply Agreement, dated July 24, 2024, by and among Sharps Technology, Inc. and Stericare Solutions, LLC
99.1	Press Release dated July 25, 2024
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

#### **SIGNATURES**

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

SHARPS TECHNOLOGY, INC.

/s/ Robert Hayes
Robert Hayes
Chief Executive Officer

Date: July 25, 2024

#### Stericare Solutions and Sharps Technology, Inc. Supply Agreement

This Supply Agreement ("Agreement") is entered into on July 24<sup>th</sup>, 2024, by and between Sharps Technology, Inc., a Nevada corporation ("Seller"), and Stericare Solutions, LLC a Texas limited liability company ("Buyer"), having an address of 4409 Haltom Road, Haltom City, TX 76117. Seller manufactures and sells syringe formats, and Buyer wishes to purchase certain Goods (as defined below) from Seller. The Buyer and Seller are referred to individually as a "Party" and collectively as "Parties".

## 1.0 Definitions

- "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature.
  - "Basic Purchase Order Terms" means the terms specified by Buyer in a Purchase Order: (a) a list of the Goods to be purchased;
- (b) the quantity of each of the Goods ordered; (c) the Requested Delivery Date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the Delivery Location.
- "Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in Columbia, South Carolina, are authorized or required by Law to be closed for business.
- "Defective" means not conforming to the Product Warranty under Section 8.0.
- "Defective Goods" means goods shipped by Seller to Buyer pursuant to this Agreement that are Defective.
- "Delivery Location" means the street address within the Territory for delivery of the Goods specified in the applicable Purchase Order.
- "Disclosing Party" has the meaning set forth in Section 10.0.
- "Effective Date" means the date first set forth above.
- "Forecast" means, with respect to any six-month period, a good faith projection or estimate of Buyer's requirements for Goods during each month during the period.
- "Goods" means the goods identified on Schedule 1 and described in the Specifications.
  - "Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency
- or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority, or any arbitrator, court or tribunal of competent jurisdiction.
- "Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority.
- "Initial Term" has the meaning set forth in Section 2.0.
- "Inspection Period" has the meaning set forth in Section 8.0.
  - "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (a) Patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and
- design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; and (f) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing.
- "Law" means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule of law of any Governmental Authority.
- "Losses" has the meaning set forth in Section 9.0.
  - "Nonconforming Goods" means any goods received by Buyer from Seller pursuant to a Purchase Order that: (a) do not conform
- to the [make/model number/UPC/SKU/[PRODUCT IDENTIFIER]] listed in the applicable Purchase Order; (b) do not fully conform to the Specifications; or (c) materially exceed the quantity of Goods ordered by Buyer pursuant to this Agreement or any Purchase Order.
- "Party" has the meaning set forth in the preamble to this Agreement.
- "Payment Failure" has the meaning set forth in Section 5.0.
- "Person" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority or any other entity.

- "Personnel" of a Party means any agents, employees, contractors or subcontractors engaged or appointed by such Party.
- "Price" has the meaning set forth in Section 5.0.
- "Product Warranty" has the meaning set forth in Section 8.0.
- "Quality Agreement" has the meaning set forth in Section 7.0.
- "Receiving Party" has the meaning set forth in Section 10.
- "Release" means a document issued by Buyer to Seller pursuant to a Purchase Order that identifies the quantities of Goods constituting Buyer's requirements and the Delivery Locations and Requested Delivery Dates for such Goods.
- "Renewal Term" has the meaning set forth in Section 2.0.
- "Representatives" means a Party's Affiliates and each of their respective Personnel, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.
- "Seller" has the meaning set forth in the preamble to this Agreement.
- "Seller Contracts" means all contracts or agreements to which Seller is a party or to which any of its material assets are bound.
- "Seller's Intellectual Property Rights" means all Intellectual Property Rights owned by or licensed to Seller.
- "Specifications" means the specifications for the Goods attached hereto as Exhibit A.
  - "Taxes" means any and all present and future sales, income, stamp and other taxes, levies, imposts, duties, deductions, charges,
- fees or other taxes imposed on, in respect of or in connection with the sale, purchase, delivery, storage, use or transportation of Goods or the performance of Services.

#### 2.0 Term and Termination

- a) The Agreement will commence immediately upon signature and will expire five years from the initial delivery of product to the point of entry in USA, targeted for November 1, 2024 (the "Initial Term").
- Upon expiration of the Initial Term, the Agreement will automatically renew for additional one (1) year periods (each, a b) "Renewal Term"), unless a Party gives the other Party written notice of termination at least ninety (90) days prior to the end of
- the Initial Term or Renewal Term.

  The Agreement may be terminated by either Party upon written notice to the other Party if the other Party breaches any material
- term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof.

  The Agreement may be terminated by either Party upon written notice to the other Party if the other Party becomes insolvent,
- d) makes an assignment for the benefit of creditors, or a petition under any bankruptcy or insolvency Law is filed by or against such Party and is not dismissed within 120 days.
- If either Party is acquired by a competitor of the other Party, either Party can terminate the Agreement with six (6) months written notice.

#### 3.0 Purchase and Sale of Goods

- a) Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Goods specified in the Specifications.
- Buyer will issue Purchase Orders to Seller specifying the Goods to be purchased, including [make/model number/UPC/SKU/[PRODUCT IDENTIFIER]], quantity, Requested Delivery Date, unit Price, billing address, and Delivery Location.
- c) Buyer will provide a six-month rolling forecast detailing the anticipated requirements of all goods.
- d) Seller will deliver the Goods to Buyer at the Delivery Location specified in the applicable Purchase Order on the Requested Delivery Date.
- e) Buyer will inspect the Goods delivered by Seller pursuant to this Agreement within 30 days after such delivery (the "Inspection Period").
- Buyer may reject any Nonconforming Goods and, at Buyer's election, return such Nonconforming Goods to Seller for a full refund or require Seller to replace such Nonconforming Goods with conforming Goods.
- Product or process changes which would cause any Good to deviate in any way from the Specifications shall not be made without the express prior written consent of Buyer. Specifications may otherwise be revised from time to time as mutually agreed
- g) without the express prior written consent of Buyer. Specifications may otherwise be revised from time to time as intutarly agreed in writing between Buyer and Seller (either by execution of an amended Exhibit A and/or Exhibit B that references the new revision level or by other writings duly authorized between the Parties).

Sharps Technology agrees to supply and Stericare agrees to purchase 80% of Stericare's demand, limited by the capacity of a) Sharps as outlined below. Existing demand for Stericare product estimates this requirement at 520 Million units over the life of the initial agreement.

## b) Sharps Anticipated Monthly Capacity

a. November 2024 - April 2025 b. April 2025 - September 2025

c. September 2025 -

2 Million units per month 4 Million units per month 20 Million units per month

## c) Targeted Annual (12 month) Volumes:

a. Year 1 **b.** Years 2-5 40 Million units 120 Million units

## 5.0 Price and Payment

- The price of the Goods sold under this Agreement will be as set forth in the Purchase Order (the "Price"). Initial prices are described in Attachment 1.
- b) All amounts payable by Buyer to Seller under this Agreement will be paid in US dollars by ACH wire or similar means.
- c) Payment terms: 1% ten, net 30 days.
- If Buyer fails to make any payment when due ("Payment Failure"), Buyer will pay interest on the delinquent amount at a rate of ten% per annum from the date such payment was due until paid in full.
- Pricing is based on the raw material costs paid by Sharps as of July 1, 2024. (PP-\$xxxpound) Any increase in raw material pricing will be passed through to Stericare on an annual basis, based on the material content of the syringe as detailed in Schedule
- Pricing may be adjusted within the year should any critical component of the cost structure have a dynamic change impacting the cost of the product by 10% or greater. Such request for adjustment will be submitted by Sharps with qualified invoice or cost details to suffice Stericare.

## 6.0 Shipping and Production:

Initial production will be at Sharps Hungary manufacturing facility. Additional volume may be provided from sister facility in Italy or from Sharps NA facility in Columbia SC. Any product imported to NA will be priced as CIF point of entry. Any product coming from Columbia SC will be priced as FOB point of manufacture. The parties will work together to minimize all logistics costs.

#### 7.0 Quality

Seller warrants that any Goods sold to Buyer hereunder shall comply in all respects with the Specifications therefore and shall be free from defects in design, product and workmanship, and that, at all times, Seller will comply with the terms and provisions

of an agreed Supplier Quality Agreement between Buyer and Seller, which shall be executed by the Parties within thirty (30) days after the Effective Date and shall remain in effect according to its terms during the Term of this Agreement (the "Quality Agreement").

#### 8.0 Product Warranty

- Seller warrants that all Goods delivered by Seller pursuant to this Agreement will conform to the Specifications and be free from material defects in material and workmanship.
- Buyer will inspect the Goods delivered by Seller pursuant to this Agreement within the Inspection Period and will have the right b) to reject any Nonconforming Goods.
- If Buyer rejects any Goods pursuant to this Section 8 at Buyer's election, Seller will either replace such Goods with conforming Goods or refund the Price for such Goods.

## 9.0 Indemnification

Each Party hereto shall defend, indemnify, and hold harmless the other Party, and such other party's respective directors, officers, shareholders, employees and agents (collectively, "Indemnitees") from and against all claims, demands, actions, liabilities, losses, damages and expenses (including reasonable attorneys' fees) (collectively, "Claims") to the extent arising out of or resulting from any breach by such Party of its respective covenants, representations and warranties hereunder, provided that such Party shall have no responsibility to defend, indemnify and hold harmless Indemnitees for that portion of any Claims arising out of or resulting from the gross negligence or willful misconduct of such Indemnitees.

- Seller will indemnify and hold Buyer and its Indemnitees harmless from any against all Claims which are brought against Buyer or its Indemnitees, including Claims by third parties, to the extent relating to, resulting from or arising out of: (i) infringement or misappropriation of intellectual property rights by the technology, processes, know-how, and other intellectual property used by Seller to manufacture the Goods; or (ii) Seller's negligence, misconduct, or violation of applicable laws.
- Buyer will indemnify, defend and hold harmless Seller and Seller's Indemnitees from and against any and all Losses incurred by such Persons arising out of or in connection with any Claim that the Goods infringe or misappropriate the Intellectual Property Rights of any third party to the extent caused by the Specifications or other requirements furnished by Buyer.
- Each Party shall maintain general comprehensive liability insurance covering each occurrence of bodily injury and property damage in the amount of not less than three million US dollars (\$3,000,000 US) combined single limit with endorsements for:

  (i) Goods and completed operations; and (ii) blanket contractual liability (deleting any exclusion from Goods and completed operations liability).
- Seller agrees to promptly notify Buyer upon the occurrence of any event of loss (including the commencement of any action against an indemnified party) in respect of which indemnity or reimbursement may be sought under this Agreement.
- Notwithstanding anything in this Agreement to the contrary, in no event will Buyer be liable to Seller for any amount in excess of the limits paid by Buyer's insurance carrier under the applicable insurance coverage under this Agreement.
- Notwithstanding anything in this Agreement to the contrary, in no event will Seller be liable to Buyer for any amount in excess of the limits paid by Seller's insurance carrier under the applicable insurance coverage under this Agreement.

  No Consequential Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OR BREACH OF CONFIDENTIALITY OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL,
- h) INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES REGARDLESS OF WHETHER A PARTY MAY HAVE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

### 10.0 Confidential Information

- a) All Confidential Information disclosed by one Party to the other Party pursuant to this Agreement will be kept confidential by the Receiving Party.
- b) The Receiving Party will not disclose any Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party.
- The Receiving Party will use the Confidential Information of the Disclosing Party solely for the purpose of performing its obligations under this Agreement.

## 11.0 Dispute Resolution

- a) Any Dispute arising out of or in connection with this Agreement will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.
- b) The arbitration will be conducted by a single arbitrator in New York, NY.
- c) The arbitrator will have the authority to grant any legal or equitable remedy or relief that such arbitrator deems just and proper.
- d) The Parties agree that the award of the arbitrator will be final and binding upon the Parties and that judgment upon the award may be entered in any court of competent jurisdiction.

#### 12.0 Transferability

a) The agreement will continue in its entirety should ownership change with either company.

#### 13.0 Governing Law

a) This Agreement will be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice or conflict of Law provision or rule.

Any Action arising out of or in connection with this Agreement must be instituted solely in the federal or state courts located in b) New York County, State of New York and the Parties irrevocably submit to the exclusive jurisdiction of such courts in any such Action.

## 14.0 Entire Agreement; Waivers

This Agreement constitutes the entire agreement between the Parties with respect to the supply of the Goods and all prior understanding between the Parties, whether written or oral, relating to the Goods are superseded by this Agreement. To the extent there is any overlap between this Agreement, the Quality Agreement and any other agreement or understanding between the Parties, this Agreement shall govern as to all matters except those relating expressly to quality assurance activities under

- the Quality Agreement. None of the terms of this Agreement shall be deemed to be waived, modified or amended by either Party unless such a waiver, modification or amendment specifically references this Agreement and is in writing signed by duly authorized representatives of both Parties. Any failure by any Party hereto to enforce at any time any provision under this Agreement shall not be considered a waiver of that Party's right thereafter to enforce each and every provision of this Agreement.
- b) No amendment or modification of any provision of this Agreement will be effective unless in writing signed by both Parties.
- c) If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

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

Sharps	Technol	logy,	Inc.
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By: /s/ Robert Hayes	Date: 7-24-2024
Name: Robert Hayes	
Title: Chief Executive Officer	
Stericare Solutions LLC	
By: /s/ Tom Star	Date: 7-24-2024
Name: Tom Star	
Title: CEO of Stericare Solutions LLC	

# Schedule 1 Pricing and Raw Material Pass Through

10ml PP Sologard syringes, including cap Price per thousand \$xxxx

Raw material cost pass through: Pricing is based on the raw material costs paid by Sharp's as of July 1, 2024. (PP-\$xxx/pound) Any increase in raw material pricing will be passed through to Stericare on an annual basis, based on the material content of the syringe as detailed below.

	Gram	Material	
Barrel-	$\overline{x}$	PP	

Plunger-	$\boldsymbol{x}$	PP
Piston-	$\boldsymbol{x}$	TPE
Cap-	X	PP

The price of raw materials will be reviewed on an annual basis with any net increase of x cents per pound or greater from the last material adjustment, initiating an price modification.

For each x cents per pound increase in PP, the product price will increase \$xxx/thousand.

For each x cents per pound increase in TPE or Rubber, the product price will increase xxx

**Exhibit A Buyers Specifications** 

Sharps Technology Enters Into a Five-Year Sales Agreement with Strategic U.S. Medical Products Company Creating +\$50 Million in New Revenue for EU Facility

Definitive agreement sells out the 10mL SoloGard production capacity at Sharps' manufacturing site in the EU and drives expansion to support the project's growth in the future

Sharps' portfolio of products provides attractive options to the U.S. Pharmaceutical Healthcare Industry as companies look for alternatives to Chinese-manufactured disposable syringes

Sharps has exceeded the product sales commitments for the EU-based facility made to investors in the June 2022 Shareholder Letter

NEW YORK, July 25, 2024, Sharps Technology, Inc., (NASDAQ: "STSS" and "STSSW"), an innovative medical device and pharmaceutical packaging company offering patented, best-in-class prefillable and disposable syringe products has successfully concluded negotiations and signed a contract with a prominent U.S.-based supplier of medical saline and water products to supply them with customized 10mL SoloGard syringes manufactured at Sharps' facility in the EU. The customer initiated an evaluation of Sharps' SoloGard product in light of the recent FDA recalls and tariffs imposed on Chinese supplied syringes. Their successful evaluation of the SoloGard syringes led to the execution of a five-year sales agreement that completely sells out the currently available manufacturing capacity for the 10mL SoloGard product. This transformative syringe program will drive the need for near-term expansion to support the current customer projects slated for the Hungary plant.

"Creating a strategic partnership with the customer and selling out production capacity at the Hungary plant for the next five years is an historic accomplishment for Sharps and the future success of the Company," stated Robert Hayes, CEO of Sharps Technology. "The collaboration creates a five-year sales agreement for at least 500 million syringes and essentially consumes the current available manufacturing capacity for Sharps' 10mL SoloGard disposable syringe. This project also provides a clear path for near-term revenue for our company beginning in Q4 2024, with a phased ramp up into 2025."

Filippo Filippi, General Manager of the SafeGard manufacturing facility is pleased that his plant is delivering on commitments made by Sharps leadership in 2022. "We have been driven to bring our innovative syringes to the U.S. healthcare market," says Filippi. "After two years of dedicated efforts, I am excited for this five-year commitment for the 500 million units, starting with the 10mL SoloGard shipments in November of this year. Equally as important, this sales agreement will help provide a solid foundation for the continued expansion of Sharps' European division in Hungary."

The Company believes that the need for innovative injection solutions continues to grow rapidly as injectables are the first choice for therapies as diverse as vaccines, biologics, weight loss and maintenance, ophthalmic and cosmetic applications, gene therapies, and diabetes and inflammatory disease management. As a result of this market growth and the impact of the tariffs, recalls, and quality issues with Chinese supplied syringes, Sharps is seeing increasing levels of interest and potential demand for its high-quality smart safety syringe products. Specializing in the development and manufacturing of innovative drug delivery systems, Sharps' SecureGard and SoloGard product lines focus on low waste and ultra-low waste syringe technologies that also incorporate active safety features, as well as World Health Organization accredited re-use prevention measures.

### **About Sharps Technology**

Sharps Technology is an innovative medical device and pharmaceutical packaging company offering patented, best-in-class smart-safety syringe products to the healthcare industry. The Company's product lines focus on providing ultra-low waste capabilities, that incorporate syringe technologies that use both passive and active safety features. Sharps also offers products that are designed with specialized copolymer technology to support the prefillable syringe market segment. The Company has a manufacturing facility in Hungary and is partnering with Nephron Pharmaceuticals to expand its manufacturing capacity in the U.S. For more information about Sharps Technology, please visit the website at: http://sharpstechnology.com.

#### FORWARD-LOOKING STATEMENTS:

This press release contains "forward-looking statements". Forward-looking statements reflect our current view about future events. When used in this press release, the words "anticipate," "believe," "estimate," "expect," "future," "intend," "plan," "poised" or the negative of these terms and similar expressions, as they relate to us or our management, identify forward-looking statements. Such statements, include, but are not limited to, statements contained in this press release relating to our business strategy, our future operating results and liquidity, and capital resources outlook. Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy, and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks, and changes in circumstances that are difficult to predict. Our actual results may differ materially from those contemplated by the forward-looking statements. They are neither statements of historical fact nor guarantees of assurance of future performance. We caution you therefore against relying on any of these forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, without limitation, our ability to raise capital to fund continuing operations; our ability to protect our intellectual property rights; the impact of any infringement actions or other litigation brought against us; competition from other providers and products; our ability to develop and commercialize products and services; changes in government regulation; our ability to complete capital raising transactions; and other factors relating to our industry, our operations and results of operations. Actual results may differ significantly from those anticipated, believed, estimated, expected, intended, or planned. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We cannot guarantee future results, levels of activity, performance, or achievements. The Company assumes no obligation to update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this release.

Investor Relations: Dave Gentry RedChip Companies, Inc. 1-800-RED-CHIP (733-2447) Or 407-644-4256 STSS@redchip.com Cover Jul. 24, 2024

Document Type 8-K
Amendment Flag false

Document Period End DateJul. 24, 2024Entity File Number001-41355

Entity Registrant Name Sharps Technology, Inc.

Entity Central Index Key 0001737995 Entity Tax Identification Number 82-3751728

Entity Incorporation, State or Country Code NV

Entity Address, Address Line One 105 Maxess Road

Entity Address, City or TownMelvilleEntity Address, State or ProvinceNYEntity Address, Postal Zip Code11747City Area Code631

Local Phone Number574 -4436Written CommunicationsfalseSoliciting MaterialfalsePre-commencement Tender OfferfalsePre-commencement Issuer Tender OfferfalseEntity Emerging Growth CompanytrueElected Not To Use the Extended Transition Period false

Common Stock, \$0.0001 par value

<u>Title of 12(b) Security</u> Common Stock, \$0.0001 par value

Trading Symbol STSS
Security Exchange Name NASDAQ

Common Stock Purchase Warrants

Title of 12(b) Security Common Stock Purchase Warrants

Trading SymbolSTSSWSecurity Exchange NameNASDAQ

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