

**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): May 1, 2023

TELESIS BIO INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40497
(Commission
File Number)

45-1216839
(I.R.S. Employer
Identification No.)

10431 Wateridge Circle, Suite 150, San Diego, CA 92121
(Address of principal executive offices, including zip code)

(858) 228-4115
(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, \$0.0001 par value per share	TBIO	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

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

On May 1, 2023, the Company appointed Eric Esser, age 55, to the title of President in addition to his current title of Chief Operating Officer. Mr. Esser has served as the Company's Chief Operating Officer since May 2022. Prior to joining the Company, Mr. Esser served as Vice President of Manufacturing and Supply Chain at Berkeley Lights, Inc. from December 2019 to May 2022 and Vice President of Operations at Unchained Labs from May 2015 to October 2019. Prior to that, he was Head of Global Operations at ProteinSimple, General Manager for Metallkraft AS's China and Singapore division, General Manager, China and Director New Product Introduction at Molecular Devices, and Manufacturing Engineering Manager at KLA-Tencor. Mr. Esser earned a BSEET in Engineering from DeVry University.

The Company entered into a confirmatory employment agreement with Mr. Esser on May 2, 2022, which is attached hereto as Exhibit 10.1. The confirmatory employment agreement has no specific term and provides for at-will employment. Mr. Esser's current annual base salary is \$350,000, and Mr. Esser's annual target bonus is 40% of his annual base salary. Mr. Esser's base salary and target bonus will remain unchanged.

Mr. Esser is eligible to participate in our change in control and severance arrangement at the same level as our non-CEO executive officers.

Mr. Esser is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Confirmatory Offer Letter between the Company and Eric Esser dated May 2, 2022.
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURE

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.

TELESIS BIO INC.

Date: May 2, 2023

By: /s/ Todd R. Nelson
Name: Todd R. Nelson
Title: Chief Executive Officer



May 2, 2022

Eric Esser
Sent via email: ***

Re: Offer of Employment

Dear Eric:

Codex DNA, Inc. (the "Company") is pleased to offer you the position of **Chief Operating Officer**, reporting to Todd R. Nelson, CEO. Your anticipated start date will be June 1, 2022 (your "Start Date") or mutually agreed upon start date. This offer and your employment relationship will be subject to the terms and conditions of this letter.

If you decide to join us, your salary will be **\$350,000** per year, less applicable withholdings, paid in accordance with the Company's normal payroll practices. Future adjustments in compensation, if any, will be made by the Company in its sole and absolute discretion. This is an exempt position, which means you are paid for the job and not by the hour. Accordingly, you will not receive overtime pay if you work more than 8 hours in a workday or 40 hours in a workweek.

You will be eligible to participate in the Company's 2022 Annual Performance Incentive Plan as it may be adopted and amended from time to time in the Company's sole and absolute discretion. Your initial annual bonus target will be **40% of your base salary**, which, to the extent earned, will be paid following the end of the calendar year, but in no event later than April 15th of the year following the year in which it is earned. Eligibility and the amount of the bonus will be dependent on milestones and goals as set forth in the current bonus program. In addition, you must be in good standing with the Company to be eligible to receive a bonus.

You will also be eligible for all benefits available to other full-time Company employees, including medical, dental insurance, 401(k) plan, etc., in accordance with the Company benefit plans. As an executive of the company, you will participate in the Change in Control and severance programs previously approved by our Board. Company reserves the right to change or eliminate these benefits on a prospective basis at any time.

In addition, we will recommend to the Company's Board of Directors that you be granted an option to purchase **225,000 shares** of Common Stock in accordance with the Company's Stock Incentive Plan (the "Plan") and related option documents. You will be required to acknowledge the Incentive Stock Option Agreement ("the Agreement") and the options will be subject to the terms and conditions of the Plan and the Agreement.

The Company also agrees to reimburse you up to **twenty thousand dollars (\$20,000)** in relocation expenses once receipts or other appropriate documentation is provided. Company will reimburse this amount in consideration of you having remained employed with the Company for a period of one (1) year after your Start Date (the "Retention Period"). Because Company is reimbursing this money to you in anticipation of retaining your services for the Retention Period, in the event you should voluntarily resign your employment with Company for any reason or Company terminates your employment for cause prior to the end of the Retention Period, you agree to repay the

/s/ EE

9535 Waples St Suite 100 San Diego, CA 92121-2993

Company the prorated amount of the Bonus that has not yet been earned based on the length of your employment within two weeks of your resignation of employment.

By accepting this offer, you represent that you are not a party to any other agreement which will interfere with your ability to fully and satisfactorily provide the services for which you are being employed by the Company. During your employment with the Company, you will not breach any agreement between you and any third party to keep in confidence proprietary information, knowledge or data belonging to that third party that was acquired by you prior to your employment with Company. In addition, you agree that you will not disclose to Company, or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or others. You agree not to enter into any agreement, whether written or oral, in conflict with your promises in this provision.

If you accept our offer, your employment with the Company will be "at-will." This means your employment is not for any specific period of time and can be terminated by you at any time for any reason. Likewise, Company may terminate the employment relationship at any time, with or without cause or advance notice. In addition, the Company reserves the right to modify your position, duties and reporting relationship to meet business needs and to use its managerial discretion in deciding on appropriate discipline. Any change to the at-will employment relationship must be by a specific, written agreement signed by you and the Company's CEO.

This offer is contingent upon the following (Sent in a separate DocuSign Envelope):

- Signing the Company's Nondisclosure and Invention Assignment Agreement;
- Signing the Mutual Arbitration Agreement;
- Compliance with federal I-9 requirements (please bring suitable documentation with you on your first day of work verifying your identity and legal authorization to work in the United States);
- Signing and promptly returning the enclosed Disclosure and Authorization for Background Investigation so that our designated agency may complete a background check before you begin work and;
- Company's receipt of satisfactory results from the background check.

This letter, together with the Nondisclosure and Invention Assignment Agreement constitutes the entire agreement between you and the Company relating to this subject matter and supersedes all prior or contemporaneous agreements, understandings, negotiations or representations, whether oral or written, express or implied, on this subject. This letter may not be modified or amended except by a specific, written agreement signed by you and the Company's CEO.

Codex DNA offers an environment with unique opportunities for involvement, visibility, recognition, and reward. Our continued success is primarily dependent upon the high caliber and enthusiasm of our staff. We feel that you possess these qualities and have the potential of making significant contributions to our future growth and success. I hope you will decide to join us.

/s/ EE

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To indicate your acceptance of the Company's offer on the terms and conditions set forth in this letter, please sign and date this letter in the space provided below.

If you have questions, please contact me at 530-355-5376.

Sincerely,

/s/ Laura B Puga

Laura B Puga
VP, People + Culture

* * *

I have read this offer letter in its entirety and agree to and accept the terms and conditions of employment stated above. I understand and agree that my employment with the Company is at-will.

Dated 5/2/2022

/s/ Eric Esser
Eric Esser

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