

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): January 27, 2023

**Bluejay Diagnostics, Inc.**

(Exact Name of Registrant as Specified in its Charter)

**DELAWARE**

(State or Other Jurisdiction of  
Incorporation or Organization)

**001-41031**

(Commission File No.)

**47-3552922**

(I.R.S. Employer  
Identification No.)

**360 Massachusetts Avenue, Suite 203  
Acton, MA 01720**

(Address of principal executive offices and zip code)

**(844) 327-7078**

(Registrant's telephone number, including area code)  
(Former name or former address, if changed from 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 (*see* General Instruction A.2. below):

- 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.

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

<b>Title of each class</b>	<b>Trading Symbol (s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, par value \$0.0001 per share	BJDX	The NASDAQ Stock Market LLC

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

On January 27, 2023, Bluejay Diagnostics, Inc. (the “Company”) entered into an amendment to the Company’s employment agreement with Neil Dey, the Company’s President and Chief Executive Officer (the “Agreement Amendment”). The Agreement Amendment provides that Mr. Dey’s base salary shall be \$275,000 per year, and may be increased or decreased in the future by the Company’s Board of Directors (the “Board”), or the Compensation Committee of the Board (the “Compensation Committee”), in the Board or Compensation Committee’s sole discretion. Except as described in the foregoing, Mr. Dey’s existing employment agreement remains in effect pursuant to its existing terms and conditions. A copy of the Agreement Amendment is filed herewith as Exhibit 10.1, and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

**Exhibit No. Description of Exhibit**

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10.1\* [First Amendment to Employment Agreement, entered into and effective as of January 27, 2023, between Bluejay Diagnostics, Inc. and Neil Dey](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

\* Filed herewith

**SIGNATURE**

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

**Bluejay Diagnostics Inc.**

By: /s/ Kenneth Fisher  
Kenneth Fisher  
Chief Financial Officer

Dated: January 27, 2023

## FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this “*Amendment*”) is entered into and effective as of January 27 2023 by and between Bluejay Diagnostics, Inc., a Delaware corporation (the “*Company*”) and Neil Dey (the “*Executive*”, and the Company and the Executive collectively referred to herein as the “*Parties*”).

WHEREAS, the Company and the Executive are parties to that certain Employment Agreement, entered into as of July 1, 2021 (the “*Agreement*”);

WHEREAS, the Company and the Executive wish to amend the Agreement as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and intending to be legally bound, Company and Executive hereby agree as follows:

1. Definitions. Capitalized terms used in this Amendment shall have the meaning ascribed such terms in the Agreement.

2. Section 3(a). Section 3(a) of the Agreement is amended and restated in its entirety to read in full as follows:

(a) Base Salary. During the Term, the Company shall pay to Executive a base salary (“Base Salary”), which as of January 27, 2023 shall be at the rate of \$275,000 per year. The Board or the Compensation Committee of the Board (the “Compensation Committee”) shall review Executive’s Base Salary no less than annually (at the end of the Company’s compensation year, which shall be its fiscal year) and may increase or decrease such Base Salary during the Term in its sole discretion.

3. Section 3(c). The Agreement is amended to include a new Section 3(c), which shall read in full as follows:

(c) IPO. For purposes of this Agreement, “IPO” shall mean the closing of the Company’s first underwritten public offering of its equity securities pursuant to an effective registration statement under the Securities Act of 1933, as amended, which occurred on November 15, 2021.

4. Effectiveness. Except as amended and/or restated as set forth in this Amendment, the Agreement will continue in full force and effect.

5. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions thereof. Any action, suit or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this Amendment shall be submitted to the exclusive jurisdiction of any state or federal court in Middlesex County, Massachusetts.

6. Internal References. References in the Agreement to “this Agreement” will be deemed a reference to such agreement, as amended and/or restated from time to time, including as set forth in this Amendment.

[signature page follows]

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered on the date first written above.

**Bluejay Diagnostics, Inc.**

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Donald Chase  
Director and Chair of Compensation Committee

Agreed to and Accepted:

**Neil Dey**

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Date: \_\_\_\_\_, 2023

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