

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

**FORM 8-K/A**  
**(Amendment No. 1)**

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

**Date of Report (Date of earliest event reported): June 26, 2023**

**DERMTECH, INC.**  
**(Exact name of registrant as specified in its charter)**

**Delaware**  
**(State or other jurisdiction**  
**of incorporation)**

**001-38118**  
**(Commission**  
**File Number)**

**84-2870849**  
**(IRS Employer**  
**Identification No.)**

**12340 El Camino Real**  
**San Diego, CA 92130**  
**(Address of Principal Executive Offices and Zip Code)**

**Registrant's telephone number, including area code (858) 450-4222**

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, par value \$0.0001 per share	DMTK	The 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. ☐

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## EXPLANATORY NOTE

In its Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the “SEC”) on June 28, 2023 (the “Original Report”), DermTech, Inc. (the “Company”) reported, among other things, the separation of Todd Wood, its chief commercial officer, from the Company effective as of July 3, 2023 (the “Termination Date”). This Amendment No. 1 (this “Amendment”) to the Original Report is being filed to provide information about the compensatory arrangements related to the separation of Mr. Wood from the Company.

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

On July 10, 2023, the Company and Mr. Wood entered into a separation agreement (the “Separation Agreement”) pursuant to which Mr. Wood is entitled to receive (i) a one-time cash severance payment in the amount of \$336,956.62, less applicable payroll withholdings, (ii) payment of COBRA premiums for a period of nine months following the end of the month of the Termination Date, and (iii) vesting of shares underlying outstanding equity awards that would otherwise vest and/or become exercisable within six months of the Termination Date. In addition, Mr. Wood has agreed to a customary general release of legal claims against the Company and to certain other covenants, including confidentiality and non-disparagement obligations customary for agreements of this kind.

A copy of the Separation Agreement is filed as Exhibit 10.1 to this Amendment and is incorporated herein by reference. The foregoing description of the Separation Agreement is a summary only, does not purport to be complete, and is qualified in its entirety by the terms of the Separation Agreement.

### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*^	<a href="#">Separation Agreement by and between the Company and Todd Wood.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).
*	Management contract or compensatory plan or arrangement.
^	Certain exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplementally a copy of any omitted exhibit or schedule upon request by the SEC.

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## 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.

### DERMTECH, INC.

Date: July 13, 2023

By: /s/ Kevin Sun  
Name: Kevin Sun  
Title: Chief Financial Officer

June 26, 2023

**PERSONAL AND CONFIDENTIAL  
BY EMAIL**

Todd Wood

Dear Todd:

The purpose of this separation agreement (the “Agreement”) is to advise you that your last day of employment with DermTech, Inc. (the “Company”) will be July 3, 2023 (“the Termination Date”). This letter outlines the terms of certain benefits and payments to you in connection with your termination.

1. Terms of Benefits. After July 31, 2023, you will not be eligible to remain in any of the Company’s benefit programs. The Company will not contest any application you may make for unemployment benefits. In addition, and regardless of whether you sign this Agreement, on the Termination Date, in addition to payment for all wages that are due and accrued prior to the Termination Date, you will receive the monetary equivalent of your unused paid time off. You will receive your COBRA notice after the Termination Date.

2. Severance Package. Pursuant to the Company’s Change in Control and Severance Plan, and if you sign (and do not revoke) this Agreement, the Company will pay you the following:

- (i) Severance in the amount of \$336,956.62, less applicable payroll withholdings (the “Severance”), which is equivalent to nine (9) months of your base salary (\$302,356.62) plus a payment in lieu of your prorated bonus (\$34,600). This Severance will be made on the first Company payroll date after the Effective Date, defined in Section 6 below.
- (ii) In addition, if you sign (and do not revoke) this Agreement, if you elect COBRA, the Company will pay your COBRA premiums for a period of nine (9) months following the end of the month of the Termination Date.
- (iii) Further, if you sign (and do not revoke) this Agreement, your outstanding equity awards will vest and become exercisable or settled with respect to a number of shares underlying the applicable equity award that would be vested and/or exercisable as of the date that is six (6) months after the Termination Date.

3. Equity in the Company or its Affiliates. You agree and acknowledge that the attached Closing Statement (Exhibit A) reflects your equity ownership in the Company and, pursuant to the Company’s Change in Control and Severance Plan, you may exercise the vested options reflected therein on or before January 3, 2024. To the extent you do not make such exercise by such date, you will be unable to exercise any options thereafter. Other than as set forth on Exhibit A, you have no equity interest in the Company or its affiliates, and you will make no claim to such equity in future.

## 4. Employee Covenants

(a) You acknowledge that as of the date you execute this Agreement (the “Execution Date”), you have not filed any complaints, claims, charges, actions, grievances or arbitrations against the Company<sup>1</sup> or otherwise contacted any U.S. federal, state or local governmental agency or commission that has applicable jurisdiction to regulate the Company (each a “Government Agency”) regarding the Company.

(b) You agree that, no later than two business days after the Termination Date, you will return to the Company all Company documents (whether in hard copy or electronic form and any copies thereof) and property (including, without limitation, all cell phones, laptops and other company equipment), and that you shall abide by the provisions of the Employee Non-Disclosure, Confidentiality and Invention Assignment Agreement (the “Employee Agreement”), the terms of which shall survive the signing of this Agreement. Further, you agree that you will abide by any and all common law and/or statutory obligations relating to protection and non-disclosure of the Company’s trade secrets and/or confidential and proprietary documents and information. You shall not be deemed to be in breach of this confidentiality provision (i) in the event such information is already in the public domain, (ii) in the event that you are required to disclose confidential information in connection with a judicial or special proceeding or pursuant to court order, (iii) if you share this information with any Government Agency or participate in a government investigation, or (iv) if you obtain the Company’s prior written permission to disclose such information. Also, notwithstanding any provision of this Agreement prohibiting the disclosure of trade secrets or other confidential information, you may not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (1) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of law, or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if you file a lawsuit or other court proceeding against the Company for retaliating against you for reporting a suspected violation of law, you may disclose the trade secret to the attorney representing you and use the trade secret in the court proceeding, if you file any document containing the trade secret under seal and do not disclose the trade secret, except pursuant to court order.

(c) Pursuant to S.B. 331, nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

(d) You agree that you shall not make any statements that are professionally or personally disparaging about, or adverse to, the interests of the Company and all other related entities and subsidiaries and their former or current officers, directors, employees and consultants) including, but not limited to, any statements that disparage any person, product, service, finances, financial condition, capability or any other aspect of the business of the Company, and that you will not engage in any conduct which could reasonably be expected to harm professionally or personally the business or reputation of the Company and all other related

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<sup>1</sup> For purposes of Sections 4 and 5, the term “Company” includes DermTech, Inc. and any of its parents, subsidiaries, divisions, affiliates (which means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company), professional employer organizations, and all other related entities and the former and current directors, officers, employees, agents, successors and assigns of each applicable organization.

entities and subsidiaries and their former or current officers, directors, employees and consultants). Further, you agree that you shall take no action to disrupt or impair the Company's business operations, including, without limitation, disrupting or impairing the Company's employment relationship with its employees.

(e) You agree that nothing in this Agreement prevents you from: (i) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful; (ii) if applicable, engaging in protected activities under Section 7 of the National Labor Relations Act ("NLRA"), including filing unfair labor practice charges, assisting Company employees in filing unfair labor practice charges, discussing the improvement of terms and conditions of employment (including regarding the terms of this Agreement) with former and current Company employees or union representatives or other third parties for the purpose of engaging in concerted activity under Section 7 of the NLRA; or (iii) making any necessary disclosures as otherwise required by law.

(f) You agree that by entering into this Agreement, the Company is not admitting to and specifically denies any wrongdoing or violation of any law, and further, the Company by agreeing to provide you Severance is not admitting any liability and specifically denies any liability or that you suffered any damages.

(g) You acknowledge that as of the Execution Date you have received all leave to which you are entitled under any applicable Federal or state law, and you have been paid in full for all wages and compensation and you are not aware of any injuries that would qualify as workplace injuries for purposes of workers compensation.

5. Your Release of Claims. You hereby agree and acknowledge that by signing this Agreement and accepting the Severance and for other good and valuable consideration, you are waiving your right to assert any and all forms of legal claims against the Company of any kind whatsoever, whether known or unknown, arising from the beginning of time through the date you execute this Agreement (the "Execution Date"). Except as set forth below, your waiver and release herein is intended to bar any form of legal claim, complaint or any other form of action by you, including but not limited to a class or collective action, whether you seek to participate as a party plaintiff or as a class member (each a "Claim" and jointly referred to as "Claims") against the Company seeking any form of relief including, without limitation, equitable relief (whether declaratory, injunctive or otherwise), the recovery of any damages, or any other form of monetary recovery whatsoever (including, without limitation, back pay, front pay, compensatory damages, emotional distress damages, punitive damages, attorneys' fees and any other costs) against the Company, for any alleged action, inaction or circumstance existing or arising through the Execution Date.

Without limiting the foregoing general waiver and release, you specifically waive and release the Company from any Claim arising from or related to your prior employment relationship with the Company or the termination thereof, including, without limitation:

- \*\* Claims under any local, state or federal discrimination, fair employment practices or other employment-related statute, regulation or executive order (as they may have been amended through the Execution Date) prohibiting discrimination or harassment based upon any protected status including, without limitation, race, national origin, age, gender, marital status, disability, veteran status or sexual orientation. Without limitation, specifically included in this paragraph are any Claims arising under the federal Age Discrimination in Employment Act, the Civil Rights Acts of 1866 and 1871, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Federal Worker Adjustment and Retraining Notification Act; and any similar California, or other state, federal, or local statute.
- \*\* Claims under any other local, state or federal employment related statute, regulation or executive order (as they may have been amended through the Execution Date) relating to any other terms and conditions of employment.
- \*\* Claims under any state or federal common law theory including, without limitation, wrongful discharge, breach of express or implied contract, promissory estoppel, unjust enrichment, breach of a covenant of good faith and fair dealing, violation of public policy, defamation, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, misrepresentation, deceit, fraud or negligence.
- \*\* Any other Claim arising under local, state or federal law.

Notwithstanding the foregoing, this section does not release the Company from any obligation expressly set forth in this Agreement. You acknowledge and agree that, but for providing this waiver and release, you would not be receiving the economic benefits being provided to you under the terms of this Agreement.

**\*\*Unknown Claims, Waiver of California Civil Code Section 1542.** You understand and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future, arising from or attributable to any conduct of the Company, whether set forth in any claim or demand referred to in this Agreement or not, and that any and all rights granted to you under Section 1542 of the California Civil Code or any analogous state law or federal law or regulation, are expressly WAIVED. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

In waiving the provisions of Section 1542 of the California Civil Code, you acknowledge you may later discover facts in addition to or different from those you now believe to be true with respect to the matters released in this Agreement. You, however, agree you have taken that possibility into account in reaching this Agreement, and that the release in this Agreement will remain in effect as a full and complete release notwithstanding the discovery or existence of additional or different facts.

It is the Company's desire and intent to make certain that you fully understand the provisions and effects of this Agreement. To that end, you have been encouraged and given the opportunity to consult with legal counsel for the purpose of reviewing the terms of this Agreement. Also, because you are over the age of 40, and consistent with the provisions of the Age Discrimination in Employment Act, which prohibits discrimination on the basis of age, the Company is providing you with forty-five (45) days in which to consider and accept the terms of this Agreement by signing below and returning it to Rachel Williams at [rwilliams@dermtech.com](mailto:rwilliams@dermtech.com). In addition, you may rescind your assent to this Agreement if, within seven (7) days after you sign this Agreement, you deliver by hand or send by mail or confirmed receipt email (if by mail, certified, return receipt and postmarked within such 7-day period) a notice of rescission to Rachel Williams. The eighth day following your signing of this Agreement without rescission is the "Effective Date" of this Agreement. In addition, because you are being terminated with a group of other Company employees in connection with a Company restructure, attached to this Agreement as Exhibit B is a schedule listing the positions and ages of all employees being retained with the Company and those employees being terminated.

Also, consistent with the provisions of local, state and federal discrimination laws, nothing in this release shall be deemed to prohibit you from challenging the validity of this release under such discrimination laws (the "Discrimination Laws") or from filing a charge or complaint of age or other employment related discrimination with the Equal Employment Opportunity Commission ("EEOC") or state or local equivalent, or from participating in any investigation or proceeding conducted by the EEOC or state or local equivalent (or seeking the recovery of any governmental bounty). Further, nothing in this release or Agreement shall be deemed to limit the Company's right to seek immediate dismissal of such charge or complaint on the basis that your signing of this Agreement constitutes a full release of any individual rights under the Discrimination Laws, or to seek restitution to the extent permitted by law of the economic benefits provided to you under this Agreement in the event that you successfully challenge the validity of this release and prevail in any claim under the Discrimination Laws.

6. Entire Agreement/Modification/Waiver/Choice of Law/Enforceability. You acknowledge and agree that this Agreement supersedes any and all prior or contemporaneous oral and/or written agreements between you and the Company (except as expressly set forth herein) and sets forth the entire agreement between you and the Company. No variations or modifications hereof shall be deemed valid unless reduced to writing and signed by the parties hereto. The failure of the Company to seek enforcement of any provision of this Agreement in any instance or for any period of time shall not be construed as a waiver of such provision or of the Company's right to seek enforcement of such provision in the future. This Agreement shall be deemed to have been made in the State of California and shall be construed in accordance with the laws of California without giving effect to conflict of law principles. The provisions of this Agreement are severable, and if for any reason any part hereof shall be found to be unenforceable, the remaining provisions shall be enforced in full, provided, however, that if any or all of the release is held unenforceable, this Agreement shall be deemed null and void.



**By executing this Agreement, you are acknowledging that: (1) you have carefully read and understand the terms and effects of this Agreement, including the Section entitled Your Release of Claims; (2) you understand that the Your Release of Claims is legally binding and by signing this Agreement, you give up certain rights; (3) you have been afforded sufficient time to understand the terms and effects of this Agreement; (4) your agreements and obligations hereunder are made voluntarily, knowingly and without duress; and (5) neither the Company nor its agents or representatives have made any representations inconsistent with the provisions of this Agreement.**

This Agreement may be signed on one or more copies, each of which when signed will be deemed to be an original, and all of which together will constitute one and the same Agreement. The Company will counter-sign this Agreement once it receives it from you.

This Agreement will remain valid for 45 days after its delivery to you. You may not sign this Agreement prior to July 3, 2023.

DermTech, Inc.

By: /s/ Ray Akhavan  
Ray Akhavan  
Its: General Counsel

Confirmed, Agreed and Acknowledged:  
/s/ Todd Wood

Todd Wood

Dated: 7/10/2023