

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 21, 2021

SHARPS COMPLIANCE CORP.

Commission File No. 001-34269

(Exact Name Of Registrant As Specified In Its Charter)

Delaware	74-2657168
(State Or Other Jurisdiction Of Incorporation or Organization)	(IRS Employer Identification No.)

9220 Kirby Drive, Suite 500
Houston, Texas 77054
(Address Of Principal Executive Offices)

Registrant's Telephone Number, Including Area Code)
713-432-0300

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	Name of Each Exchange on Which Registered
Common Shares, \$0.01 Par Value	SMED	The NASDAQ Stock Market LLC

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

As previously reported on May 5, 2021, Jack Holmes notified the Board of Directors (the “Board”) of Sharps Compliance Corp. (the “Company”) that he had decided to decline to stand for re-election at the Company’s 2021 Annual Meeting but would continue to serve as a director until the 2021 Annual Meeting. Subsequently, Mr. Holmes has decided to resign effective May 21, 2021 to focus on other business commitments. His decision is not the result of any disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

A copy of the Company’s press release regarding the resignation and letter agreement in connection with the resignation are attached hereto as Exhibit 99.1 and Exhibit 99.2. The letter agreement is incorporated by reference into this Item 5.02.

Item 9.01. Financial Statements and Exhibits.

None

99.1 Press Release, dated May 24, 2021

Exhibits

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 thereunto duly authorized.

Date: May 24, 2021

SHARPS COMPLIANCE CORP.

By: /s/ DIANA P. DIAZ
Executive Vice President and Chief Financial Officer

INDEX TO EXHIBITS

Exhibit Number

[99.1 Press Release, dated May 24, 2021.](#)

[99.2 Letter Agreement](#)

IMMEDIATE RELEASE**Sharps Compliance Announces Change to Board of Directors**

HOUSTON, Texas, May 24, 2021 - Sharps Compliance Corp. (NASDAQ: SMED) ("Sharps Compliance" or the "Company"), a leading full-service national provider of comprehensive waste management solutions including medical, pharmaceutical and hazardous, today announced that Jack Holmes has resigned from the Company's Board of Directors, effective May 21, 2021, to focus on other business commitments. In an 8-K filing on May 5, 2021, Sharps Compliance announced that Mr. Holmes had notified the board that he had decided to decline to stand for re-election at the Company's 2021 Annual Meeting in November 2021. His decision is not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

Sharon R. Gabrielson, Chair of Sharps Compliance Board of Directors commented, "We thank Jack for his valuable contributions and service during his tenure on the Board and we wish him success as he focuses on his other business commitments."

About Sharps Compliance Corp.

Headquartered in Houston, Texas, Sharps Compliance (NASDAQ: SMED) is a leading business-to-business services provider to the healthcare, long-term care and retail pharmacy markets. Sharps Compliance offers comprehensive solutions for the management of regulated medical waste, hazardous waste and unused medications. For more information, visit: www.sharpsinc.com.

Safe Harbor Statement

The information made available in this news release contains certain forward-looking statements relating to the Company that are based on the beliefs of the Company's management as well as assumptions made by and information currently available to the Company's management. When used in this document, the words "may," "position," "plan," "potential," "continue," "anticipate," "believe," "expect," "estimate," "project," and "intend" and words or phrases of similar import, as they relate to the Company or its subsidiaries or Company management, are intended to identify forward-looking statements. Such statements reflect the known and unknown risks, uncertainties and assumptions related to certain factors including, without limitation, competitive factors, general economic conditions, customer relations, relationships with vendors, governmental regulation and supervision, seasonality, distribution networks, product introductions and acceptance, technological change, changes in industry practices, onetime events and other factors described herein including the impact of the coronavirus COVID-19 ("COVID-19") pandemic on our operations and financial results. Based upon changing conditions, should any one or more of these risks or uncertainties materialize, or should any underlying assumptions prove incorrect, actual results may vary materially from those described herein as anticipated, believed, estimated, expected or intended. Consequently, no forward-looking statements can be guaranteed. When considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements in the Company's

Quarterly Report on Form 10-Q or refer to our Annual Report on Form 10-K. Actual results may vary materially. You are cautioned not to place undue reliance on any forward-looking statements. You should also understand that it is not possible to predict or identify all such factors and as such should not consider the preceding list or the risk factors to be a complete list of all potential risks and uncertainties. The Company does not intend to update these forward-looking statements.

For more information contact:

Diana P. Diaz
Sharps Compliance Corp.
Executive Vice President and Chief Financial Officer
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Email: ddiaz@sharpsinc.com

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IMS Investor Relations
Phone: (203) 972-9200
Email: jnesbett@institutionalms.com

May 21, 2021

Jack A. Holmes
[address - redacted]

Re: Letter Agreement

Dear Mr. Holmes:

In connection with your resignation from the Board of Directors of Sharps Compliance Corp., a Delaware corporation (the "Company"), you ("you" or "Mr. Holmes") and the Company (each, a "Party" and collectively, the "Parties") hereby agree as follows:

1. Resignation. Mr. Holmes hereby voluntarily resigns from the Board of Directors of the Company effective as of May 21, 2021 (the "Effective Date").

2. Certain Arrangements. On the Effective Date, in consideration of the covenants and agreements set forth in this Letter Agreement, and in appreciation for the service of Mr. Holmes on the Board of Directors of the Company, the Company will (1) pay Mr. Holmes \$37,500 in cash upon his resignation, (2) accelerate vesting of 7,067 shares granted on October 1, 2020 and (3) award 1,713 shares which will vest immediately upon the effective date of Mr. Holmes' resignation. For the avoidance of doubt, all equity awards between Mr. Holmes and the Company to which this Section 2 applies are described on Schedule A attached hereto.

3. Company Property. Mr. Holmes shall return to the Company, or at the Company's request, destroy, all property (tangible or intangible) of the Company or its subsidiaries in his possession, custody, or control, including, but not limited to, files, documents, records, working papers, and reports (in each case, paper and electronic).

4. Confidentiality. The Parties hereto agree to keep the circumstances with respect to the resignation of Mr. Holmes from the Board of Directors of the Company confidential, except as required to be disclosed by applicable law or applicable NASDAQ listing rules. Mr. Holmes agrees and acknowledges that during the course of his service on the Board of Directors of the Company he has had access to, and the Company has disclosed to him, information relating to the businesses, operations, plans, projections, strategy, books, and records of the Company and its subsidiaries ("Confidential Information"). As required by his fiduciary duties to the Company, Mr. Holmes agrees that Mr. Holmes shall not, either directly or indirectly, use or disclose any Confidential Information for any purpose except: (i) as authorized by the Company in writing; (ii) as required by applicable law; (iii) as required to comply with a court order, subpoena, or demand of a governmental entity; or (iv) to the extent that such information has become available to the public through no fault or breach of Mr. Holmes.

5. Securities Laws. Mr. Holmes acknowledges and understands that the Confidential Information may constitute material nonpublic information concerning the Company and its subsidiaries, and trading in the Company's securities while in possession of material nonpublic information or communicating that information to any other person or entity that trades in such

securities could result in liability under the U.S. federal and state securities laws, and the rules and regulations promulgated thereunder, including Section 10(b) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder.

6. Non-Disparagement. Except as required by applicable law, (a) neither Party shall disparage or make negative statements regarding the other Party, and (b) Mr. Holmes shall not disparage or make negative statements regarding the Company's or its subsidiaries' directors, managers, officers, employees, attorneys, agents, consultants, or representatives, or any of the Company's or its subsidiaries' products or services.

7. No Admission or Disagreement. For the avoidance of doubt, this Letter Agreement shall not constitute an admission by any Party of any: (a) violation of any statute, law, regulation, order, or other applicable law; (b) breach of contract, actual or implied; or (c) commission of any tort. There has been no disagreement with the Company on any matter relating to the Company's operations, policies, or practices.

8. Miscellaneous. This Letter Agreement may be executed in any number of counterparts (including through electronic transmission), which together shall constitute this Letter Agreement. This Letter Agreement (together with the agreements and documents expressly referenced herein) represents the entire understanding and agreement between the Parties with respect to the subject matter discussed in this Letter Agreement, and supersedes all other representations, warranties, negotiations, and understandings (if any) made by and between such Parties with respect to such subject matter. This Letter Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof). Any amendments or modifications hereto must be executed in writing by both Parties. In the event that any provision in this Letter Agreement is determined to be legally invalid or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, the affected provision shall be stricken from this Letter Agreement, and the remaining terms of this Letter Agreement and its enforceability shall remain unaffected thereby. All terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executors, other legal representatives, heirs, successors and permitted assigns. Each Party has voluntarily executed and delivered this Letter Agreement for the purposes and the consideration expressed herein, and has carefully read this Letter Agreement, has had adequate time and opportunity to consider and understand its meaning and effect, and, if desired, has discussed it with any person of such Party's choice, including such Party's attorney. The Parties agree that money damages would not be a sufficient remedy for any breach or potential breach of this Letter Agreement and that without prejudice to any other rights and in addition to all other remedies it may be entitled to, each Party shall be entitled to specific performance and injunctive or other equitable relief without proof of damages and without the necessity of posting any bond or other security as a remedy for any such breach or potential breach.

If the foregoing correctly sets forth our agreement and understanding, please indicate your acceptance of the foregoing by signing and returning a copy of this Letter Agreement.

[Signature Page Follows]

SHARPS COMPLIANCE CORP.

By: /s/ Diana P. Diaz

Diana P. Diaz

Executive Vice President and Chief Financial Officer

Accepted and Agreed:

By: /s/ Jack A. Holmes

Jack A. Holmes

Date: May 21, 2021

SCHEDULE A

**Jack Holmes
Final Payment**

Upcoming Board Meetings	Cash	Equity		
	Cash Retainer	Stock Granted on 10/1/20	Number of Shares (3)	Total Shares
June	\$12,500	3,533		3,533
Sept	\$12,500	3,534		3,534
Nov	\$12,500		1,713	1,713
Total	<u>\$37,500</u> (1)			<u>8,780</u> (2)

(1) Payable upon resignation.

(2) Accelerate vesting to date of resignation.

(3) Determined the number of shares associated with the November 2021 meeting as:

Annual Value of Shares to Board Members of \$112,500

Divided by 4 quarters

= \$28,125 of share value for final payment

Divided by Closing Stock Price on May 21, 2021 of \$16.42

= 1,713 shares for final payment associated with November 2021 meeting