

**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): March 2, 2020

HARVARD BIOSCIENCE, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

001-33957

04-3306140

(State or Other Jurisdiction of Incorporation)

(Commission File Number)

(IRS Employer Identification Number)

84 October Hill Road, Holliston, MA 01746

(Address of Principal Executive Offices) (Zip Code)

(508) 893-8999

(Registrant's Telephone Number, Including Area Code)

(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 (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))

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, \$0.01 par value	HBIO	The NASDAQ Stock 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-1 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.

As of March 2, 2020, Harvard Bioscience, Inc. (the “Company”) and Chane Graziano, the former Chief Executive Officer of the Company, entered into a Consulting Agreement (the “Consulting Agreement”). Pursuant to the Consulting Agreement, Mr. Graziano has agreed to consult with the Company, as requested by the Company. The Company will reimburse Mr. Graziano for reasonable out-of-pocket travel expenses related thereto. The Consulting Agreement also provides, among other things, that Mr. Graziano or his representatives will vote all shares of the Company’s common stock beneficially owned by him in accordance with the recommendations of the Board of Directors of the Company. Based solely upon ownership information provided to the Company by Mr. Graziano, he is the beneficial owner of approximately 2.5 million shares of our common stock, which excludes shares owned by his family members that are not controlled by Mr. Graziano.

A copy of the Consulting Agreement is attached as Exhibit 10.1 hereto and is incorporated by reference. The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the Consulting Agreement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Consulting Agreement, dated as of March 2, 2020, by and between Harvard Bioscience, Inc. and Chane Graziano.

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.

HARVARD BIOSCIENCE, INC.

Date: March 6, 2020

By: /s/ James Green
James Green
Chief Executive Officer



March 2, 2020

Chane Graziano
23610 Peppermill Court
Bonita Springs, FL 34134

Mr. Graziano:

This consulting agreement (this "Agreement") is made by and between Harvard Bioscience, Inc., a Delaware corporation (the "Company"), and Chane Graziano ("you").

- 1. Consultation.** In consideration of the Company's promises and undertakings in this Agreement, upon request, you will make yourself available to consult the Company on certain product strategies and potential director candidates being considered by the Board at reasonable times without interference with your personal or business activities. The Company will reimburse you for reasonable out-of-pocket travel expenses in accordance with this Agreement.
- 2. Voting.** Until ninety (90) days following the termination of this Agreement, you or your representatives will vote all shares of common stock of the Company beneficially owned by you and your representatives (including shares owned in any trusts or other entities over which you have voting authority) in accordance with the Board's recommendations set forth in the Company's definitive proxy statement.
- 3. Confidential Information.** The Company may provide you and your representatives with certain information about the Company that is confidential and proprietary, the disclosure of which could harm the Company and its affiliates. You agree to treat and keep, and to instruct your representatives to treat and keep, any such information strictly confidential, and that such obligations will survive the termination of this Agreement. You acknowledge that such information may include material non-public information under applicable federal and state securities laws, and that the United States securities laws prohibit any person in possession of material, non-public information from purchasing or selling securities of such issuer. Until ninety (90) days following the termination of this Agreement, each of the parties agrees that neither it nor any of its representatives may make any public statement about the other party, its representatives or the business of such other party with the prior written consent of the other party, except as required by law (including required SEC filings).
- 4. Termination.** This Agreement will remain in effect until either party terminates it by giving thirty (30) days' advance notice in writing or electronic mail to the other party, except as provided elsewhere in this Agreement.
- 5. Miscellaneous.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to its conflict of laws principles. Exclusive jurisdiction and venue for any legal proceeding will exclusively lie in the Court of Chancery or the Federal courts sitting in the State of Delaware.

84 October Hill Road • Holliston, Massachusetts 01746-1388
phone 508.893.8999 • fax 508.429.8478
www.harvardbioscience.com

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If the terms of this Agreement are in accordance with your understanding, please sign below and this Agreement will constitute a binding agreement among us.

HARVARD BIOSCIENCE, INC.

By: 
Name: Jim Green
Title: Chairman, President and Chief Executive Officer

Acknowledged and agreed to as of the date first written above:

Chane Graziano

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