

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 18, 2022

VIVEVE MEDICAL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

1-11388
(Commission File Number)

04-3153858
(I.R.S. Employer
Identification No.)

345 Inverness Drive South, Building B, Suite 250
Englewood, Colorado

(Address of principal executive offices)

80112

(Zip Code)

Registrant's telephone number, including area code: (720) 696-8100

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	VIVE	Nasdaq Capital Market

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))

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

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 Arrangements of Certain Officers.

Retention Bonuses

On January 18, 2022, the Board of Directors of Viveve Medical, Inc. (the “Company”) approved retention bonus arrangements with Scott Durbin, Chief Executive Officer, and Jim Robbins, Senior Vice President of Finance and Administration (each, a “Recipient”), in the amounts of \$207,000 and \$75,000, respectively (the “Retention Bonuses”) pursuant to the terms of a Retention Bonus Agreement (the “Agreement”). The Retention Bonuses are advanced and payable in cash in two equal payments, the first on March 31, 2022, and the second on July 31, 2022. To earn the Retention Bonus, however, each Recipient must be actively employed by the Company or its subsidiaries on January 31, 2023, and remain in good standing, provided that in the event a Recipient voluntarily terminates his employment with the Company or its subsidiaries other than for Good Reason (as defined in the Employment Agreement between such Recipient and the Company) or is terminated by the Company or its subsidiaries for Cause (as defined in the Employment Agreement between such Recipient and the Company), in each case on or prior to January 31, 2023, the Recipient will be required to repay the Company the gross amount of the Retention Bonus previously paid to the Recipient.

The foregoing is a summary of certain material terms of the Agreement, does not purport to be complete, and is qualified in its entirety by reference to the full text of the form of the Agreement attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1+	Form of Retention Bonus Agreement
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)
+	Management contract or compensation plan, contract or arrangement.

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.

Date: January 21, 2022

Viveve Medical, Inc.

By: /s/ Scott Durbin
Scott Durbin
Chief Executive Officer

January __, 2022

BY EMAIL

[NAME]

Re: **Retention Bonus Opportunity**

Dear ____:

At this time, the Company considers it to be in the best interests of Viveve Medical, Inc. (the "Company") to promote and preserve the employment of certain employees (the "Specified Employees"). You are a Specified Employee and, therefore, the Company's has determined that appropriate steps should be taken to reinforce and encourage your continued attention and dedication to your duties and responsibilities during this important period. Accordingly, the Company is pleased to offer you the opportunity to receive a Retention Bonus, subject to the terms and conditions set forth below:

1. Retention Bonus. In exchange for your continued employment as outlined in Section 2 below, you will have the opportunity to earn and receive a cash bonus of [____], less applicable deductions and withholdings (the "Retention Bonus"). The Company will advance you 50% of the Retention Bonus (\$[____]) on March 31, 2022 and the remaining 50% of the Retention Bonus (\$[____]) on July 31, 2022.

2. Retention Bonus Contingencies. To earn a Retention Bonus, you must remain actively employed by the Company through January 31, 2023 (the "Retention Bonus Date") and you must perform your job duties in a satisfactory manner, as determined by the Company. The Company retains the right to prorate the Retention Bonus based on part-time status or a leave of absence. If you terminate your employment with the Company for any reason other than for Good Reason (as defined in the [Insert Title of Employment Agreement] ("Employment Agreement")), or if the Company terminates your employment for Cause (as defined in the Employment Agreement), in each case prior to the Retention Bonus Date, you will be obligated to fully repay to the Company the gross amount of the Retention Bonus within thirty (30) days of the last day of your employment.

3. At-Will Employment. Nothing in this letter agreement shall be construed to alter the at-will nature of your employment with the Company. This means either you or the Company can end your employment at any time, with or without cause and with or without notice.

4. Integration Clause; Acknowledgement. This letter agreement contains the entire agreement between you and the Company relating to the Retention Bonus Opportunity and supersedes any and all prior agreements and understandings related to any retention bonus compensation. This Agreement cannot be changed or modified except by formal written instrument executed by you and the CEO of the Company or another person authorized by the CEO. By signing below where indicated, you acknowledge and agree that the Retention Bonus is entirely separate from your base compensation as well as from any performance bonus or severance to which you might otherwise be eligible.



We hope that this incentive encourages your continued effective commitment to the Company during this important period.

IN WITNESS WHEREOF, the undersigned have executed this letter agreement as of the date first above written.

AGREED:

By: _____
[Company Signatory]

[Employee Name]