
**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): November 11, 2021

ARTERIS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40960
(Commission
File Number)

27-0117058
(IRS Employer
Identification Number)

**595 Millich Dr. Suite 200
Campbell, CA 95008**
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (408) 470-7300

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, \$0.001 par value per share	AIP	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-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.

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

On November 11, 2021, the Board of Directors (the “Board”) of Arteris, Inc. (the “Company”) approved base salary increases effective as of November 1, 2021 and increased target cash bonus amounts effective as of January 1, 2022 for each of Charlie Janac, the Company’s Chief Executive Officer, and Nick Hawkins, the Company’s Chief Financial Officer. Effective as of November 1, 2021, Mr. Janac’s base salary was increased to \$370,000 from \$315,100 and Mr. Hawkins’ base salary was increased to \$313,200 from \$293,200. With respect to the annual performance bonus period that will commence on January 1, 2022, Mr. Janac’s target bonus was increased to 92% of his base salary from 35% and Mr. Hawkins’ target bonus was increased to 52% of his base salary from 35%.

In addition, effective as of December 1, 2021, Isabelle Geday, a member of the Board and a named executive officer, transitioned to a consulting role with the Company and entered into a consulting agreement with the Company. Pursuant to the consulting agreement, Ms. Geday will provide services for an initial three year term and is eligible to receive \$26,445 per month for the first 12 months of the consulting term and \$19,445 per month for the remaining 24 months of the consulting term. As a member of the Board and non-employee consultant, effective as of December 1, 2021, Ms. Geday is also eligible to participate in the Company’s Non-Employee Director Compensation Program as described in the Company’s Form S-1 filed with the Securities Exchange Commission on October 22, 2021.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amended and Restated Project Assignment 1 to Independent Contractor Services Agreement, dated as of August 16, 2021 between Arteris, Inc. and Isabelle Geday.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document)

SIGNATURES

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

ARTERIS, INC.

Date: December 10, 2021

By: /s/ Nicholas B. Hawkins
Nicholas B. Hawkins
Vice President and Chief Financial Officer



Consultant: Isabelle Geday

**AMENDED AND RESTATED PROJECT ASSIGNMENT 1 TO
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

THIS AMENDED AND RESTATED PROJECT ASSIGNMENT 1 ("Amended Project 1") is agreed, confirmed and ratified to be entered into as of August 16, 2021 ("Amended Project 1 Effective Date") between Arteris, Inc., a corporation having its principal place of business at 595 Millich Drive, Suite 200, Campbell, CA 95008 and its subsidiaries, successors or assignees (collectively, "Arteris" or "Client"), and Isabelle Geday, a person residing at [****] ("Contractor"). The Amended Project 1 is entered into under the Independent Contractor Services Agreement between the parties ("Agreement."). The parties agree, confirm and ratify as follows:

1. The Amended Project 1, attached hereto, amends and supersedes the original Project Assignment 1. Amended Project 1 shall commence December 1, 2021.
2. Except as expressly provided herein, the terms and conditions of the Agreement remain in full force and effect.
3. The Agreement and this Amended Project 1 constitute the entire agreement between the parties concerning its subject matter and supersede any prior or contemporaneous agreements between the parties regarding the same whether written or oral. In the event of any conflict or inconsistency between the Agreement and this Amended Project 1, this Amended Project 1 shall prevail and control.

IN WITNESS WHEREOF, the parties have caused this Amended Project 1 to be executed as indicated below, to be effective as of the Amended Project 1 Effective Date.

CLIENT: ARTERIS, INC.

By: /s/ K. Charles Janac

Name: K. Charles Janac

Title: President and CEO

Date: 8/16/2021

CONTRACTOR: ISABELLE GEDAY

By: /s/ Isabelle Geday

Name: Isabelle Geday

Title: General Manager

Date: 8/18/2021

AMENDED AND RESTATED EXHIBIT A-1—Project Assignment 1 to Agreement

1. Contractor's principal Arteris contact person:

Name: Isabelle Geday

Email: [****]

Reporting to: K. Charles Janac, President and CEO, Arteris, Inc.,

[****]

2. Services: Under this Project Assignment 1, Contractor will render to Arteris the following Services to the contact person for Arteris, or Arteris' designee as indicated by Arteris in writing:

- (a) Special projects relating to Arteris and IPD products in the U.S. and other jurisdictions identified by Arteris, including without limitation European funding and projects, research and development, and hiring, IPD and other retention and funding programs for Arteris' engineering expansion and corporate benefit;
- (b) Arteris support of MDVE2 product line for release in CY 2022 and related technology rollout.
- (c) Assistance transitioning to Arteris Sales department relating to IPD (formerly Magillem) products and technology and worldwide;
- (d) Marketing and communications relating to IPD products in worldwide accounts;
- (e) Customer communications and support worldwide, for enterprise and semi-enterprise related licensing and other licensing; and
- (f) IPD and other related product development and Arteris technology evangelism.

3. Term of this Project Assignment, Payment Terms & Compensation.

(a) Compensation: In return for the Services provided under this Project Assignment 1, Arteris will pay Contractor:

- I. For each of the twelve (12) months during the term of this Project Assignment 1 commencing December 1, 2021 through November 30, 2022, US\$26,445.006 monthly will be paid to Contractor under this Project Assignment 1, subject to termination of this Project Assignment 1 by Arteris for good cause (as described in Section 7.1 of the body of the Agreement above) or as otherwise set forth in the Agreement.
- II. For each of the twelve (12) months during the term of this Project Assignment 1 commencing December 1, 2022 through November 30, 2023, US\$19,445.00 monthly will be paid to Contractor under this Project Assignment 1, subject to termination of this Project Assignment 1 by Arteris for good cause (as described in Section 7.1 of the body of the Agreement above) or as otherwise set forth in the Agreement.
- III. In addition, for each of the twelve (12) months from December 1, 2023 through November 30, 2024 under this Project Assignment 1, US\$19,445.00 monthly will be paid to Contractor for Contractor's good performance, subject to termination of this Project Assignment 1 by Arteris for good cause (as described in Section 7.1 of the body of the Agreement above) or as otherwise set forth in the Agreement.

(b) The term of this Project Assignment 1 shall commence on December 1, 2021 and continue through and including November 30, 2024, subject to the terms and conditions of the Agreement including this Project Assignment 1.

(c) The term of this Project Assignment 1 may be extended only upon prior written consent of Arteris and remains subject to the termination rights set forth in the Agreement.

(d) Contractor is solely and exclusively responsible for liability and payment of all of Contractor's taxes and expenses incurred under this Agreement and Project Assignment.

(e) Contractor shall submit all statements for Services in a form prescribed by Arteris and each such statement shall be subject to the approval of Arteris's finance department or other designated agent of Arteris.

(f) Payment to Contractor is due no later than 30 days after Arteris receives and confirms the validity and accuracy of an invoice from Contractor under this Project Assignment 1.

The parties mutually agree by their respective duly authorized representatives to this Amended and Restated Exhibit A-1— Project Assignment 1.

ARTERIS, INC.

CONTRACTOR: Isabelle Geday

By: /s/ K. Charles Janac
Name: K. Charles Janac
Title: President and CEO
Date: 8/16/2021

By: /s/ K. Charles Janac
Name: Isabelle Geday
Title: General Manager
Date: 8/18/2021