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**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 30, 2023**

**RETINALGENIX TECHNOLOGIES INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction  
of incorporation)

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**333-258528**

(Commission  
File Number)

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**82-3936890**

(I. R. S. Employer  
Identification No.)

**1450 North McDowell Boulevard, Suite 150  
Petaluma, CA 94954**

(Address of principal executive offices, including zip code)

**(415) 578-9583**

(Registrant's telephone number, including area code)

**Not Applicable**

(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:

- ☐ 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: **None**

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.**

On November 30, 2023, the Board of Directors (the “Board”) of RetinalGenix Technologies Inc. (the “Company”) appointed Virender Ahluwalia to serve as Interim Chief Financial Officer of the Company.

Mr. Ahluwalia, age 65, is has over 25 years of experience in finance and operations. Since February 2022, he has served as the general partner of Yes Labs, a management advisory firm providing services to early stage and high growth small and midsize enterprises. From June 2020 until January 2022, Mr. Ahluwalia served as the Chief Financial Officer of RC Global, Inc., a leading supplier of supply chain management services to the consumer packaged goods (“CPG”) industry. From January 2019 until April 2020, he served as the Chief Financial Officer of Coastal Holding Company, a vertically integrated, CPG cannabis and health consumer products company with multiple subsidiaries focused in the retail, delivery, distribution and manufacturing operations. From July 2017 to September 2018, he served as an Executive Vice President at Sanovas, Inc., a company seeking to develop the next generation of minimally invasive surgical tools and technologies.

Mr. Ahluwalia holds a Bachelor of Science degree in engineering from National Institute of Technology (NIT), Kurukshetra University, India and an MBA (Finance) from Northeastern University, Boston. He also holds a Certified in Production and Inventory Management (CPIM) certification.

In connection with his appointment as Interim Chief Financial Officer the Company entered into a consulting agreement (the “Consulting Agreement”) with Trendz Network, LLC, a limited liability company owned by Mr. Ahluwalia (“Trendz”), to serve in such capacity. The Consulting Agreement provides that Trendz will be compensated at the rate of \$300 per hour, will be paid a base cash compensation of \$15,000, with \$2,500 paid upon signing of the Consulting Agreement, \$2,500 due 45 days thereafter and the \$10,000 balance subject to the Company’s capital balance.

The Consulting Agreement may be terminated upon 30 days’ notice by either party and immediately with notice upon a material breach.

There are no family relationships between Mr. Ahluwalia and any of the Company’s directors or executive officers, nor does Mr. Ahluwalia have any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K. Other than as described above, there were no arrangements or understandings by which Mr. Ahluwalia was appointed as Interim Chief Financial Officer.

The foregoing summary of the Consulting Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Consulting Agreement attached as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

**Item 8.01. Other Events.**

On December 1, 2023, the Company issued a press release announcing the appointment of Virender Ahluwalia as Interim Chief Financial Officer. A copy of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits**

The following exhibits are furnished with this Current Report on Form 8-K:

<b>Exhibit Number</b>	<b>Exhibit Description</b>
10.1	<a href="#"><u>Consulting Agreement by and between RetinalGenix Technologies Inc. and Trendz Network, LLC</u></a>
99.1	<a href="#"><u>Press Release of RetinalGenix Technologies Inc. dated December 1, 2023</u></a>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within in the inline XBRL document)

## 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.

### RETINALGENIX TECHNOLOGIES INC.

Date: December 4, 2023

By: /s/ Jerry Katzman

Jerry Katzman  
Chief Executive Officer

### Consulting Agreement

This Agreement, dated December 1, 2023, is made between RetinalGenix Technologies, Inc., a Delaware corporation (“Client”) with a principal place of business at 1450 North McDowell Boulevard, Suite 150 Petaluma, CA and TRENDZ Network, LLC (“Consultant”), with a place of business at 13460A Watsonville Road, Morgan Hill, CA.

### RECITALS

WHEREAS, as part of its ongoing program initiatives of growth and commercialization, the Client desires to retain Consultant to advise the Client with regards to the Client’s business strategy and capitalization and to provide certain services as described below;

WHEREAS, in Consultant has the required expertise to provide said services;

NOW THEREFORE, commencing on the Effective Date, the Client hereby retains Consultant as an independent contractor, and Consultant hereby agrees to perform consulting services for the Client as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

#### 1. Services to Be Performed

The services to be provided by Consultant hereunder will primarily involve responsibilities and activities as described in Exhibit A attached hereto (the “**Services**”). The Services shall be performed by Virender Ahluwalia.

#### 2. Payment

In consideration for the services to be performed by Consultant, Client agrees to pay Consultant as described in Exhibit A attached hereto:

#### 3. Expenses

Client shall be responsible for reasonable travel expenses of the Consultant, for travel and expenses approved by the Client. Aside from these approved expenses, Consultant shall be responsible for all other expenses incurred.

#### 4. Vehicles and Equipment

Consultant will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Consultant to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

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## **5. Independent Contractor Status**

Consultant is an independent Consultant, and neither Consultant nor Consultant's employees or contract personnel shall be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Consultant shall select the routes taken, hours of service, days of work, and order the work is performed.
- The services required by this Agreement shall be performed by Consultant and/or Consultant's employees and agents.
- Consultant shall not receive any training from Client in the professional skills necessary to perform the services required by this Agreement.
- Consultant shall be not required by Client to devote full time to the performance of the services required by this Agreement.

## **6. Permits, Licenses, and Laws**

Consultant represents and warrants that Consultant will comply with all federal, state, and local laws and obtain any licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

## **7. State and Federal Taxes**

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf
- make state or federal unemployment compensation contributions on Consultant's behalf, or
- withhold state or federal income tax from Consultant's payments.

Consultant shall be responsible to pay all taxes incurred while performing services under this Agreement—including all Consultant's applicable income taxes.

## **8. Fringe Benefits**

Consultant understands that neither Consultant nor Consultant's employees or contract personnel are eligible to participate in any employee pension, vacation pay, sick pay, or other fringe benefit plan of Client.

## **9. Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Consultant or Consultant's employees or contract personnel. Consultant will not be entitled to these benefits in connection with work performed under this Agreement.

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#### **10. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Consultant or Consultant's employees, except as may be required under any applicable laws and regulations. If Consultant hires employees to perform any work under this Agreement, Consultant will cover them with workers' compensation insurance to the extent required by law.

#### **11. Indemnification**

Consultant shall defend, indemnify and hold harmless the Client and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the acts or omissions of Consultant and/or any employee or agent of Consultant.

Client shall defend, indemnify and hold harmless the Consultant and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the acts or omissions of Client and/or any employee or agent of Client and any claims against the Client unrelated to the services provided by the Consultant.

#### **12. Terminating the Agreement**

Either Client or Consultant may terminate this Agreement by giving 30 days' written notice to the other party of the intent to terminate.

If there is a material violation of terms of this Agreement, Client or Consultant may terminate this Agreement immediately upon written notice.

#### **13. Modifying this Agreement**

This is the entire Agreement between Consultant and Client. This Agreement may be modified only by a writing signed by both parties.

#### **14. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to try to work with one another to resolve the issue. The aggrieved party will provide written notice to the other party regarding the substance of the dispute. If no amicable agreement can be reached within 15 days of written notice to the other party, parties agree to pursue binding arbitration through JAMS in California to resolve the dispute. JAMS Comprehensive

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Arbitration Rules & Procedures are outlined here: <https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule%2016.1>

Any costs and fees other than attorney fees associated with the mediation and/or arbitration shall be shared equally by the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

#### **15. Confidentiality**

Consultant acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Consultant in order for Consultant to perform duties under this Agreement. Consultant acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client.

Accordingly, Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- Written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to perform services or provide products.
- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
- Information belonging to partners, customers, and suppliers of Client about whom Consultant has gained knowledge as a result of Consultant's services to Client.

Upon termination of Consultant's services to Client, or at Client's request, Consultant shall deliver to Client all materials in Consultant's possession relating to Client's business.

Consultant acknowledges that any breach or threatened breach of Clause 15 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 15 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

#### **16. Proprietary Information.**

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all curriculum, notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Consultant hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Consultant retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

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B. Consultant hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Consultant's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Consultant's name and/or likeness use in advertising and other materials.

**17. Notice.** When notice is required, they may be personally delivered or sent to the addresses first associated with each Party at the beginning of this Agreement. Personally served documents are deemed received upon delivery, while mailed documents are deemed received two days after mailing.

**18. No Partnership**

This Agreement does not create a partnership relationship. Consultant does not have authority to enter into contracts on Client's behalf.

**19. Assignment and Delegation**

Consultant may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

**20. Applicable Law**

This Agreement will be governed by Delaware law, without giving effect to conflict of laws principles.

*Signature Page to Follow*

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Signatures

Client:

/s/ Jerry Katman, M.D.

Authorized Signature

RentinalGenix Technologies, Inc. / CEO

Client Name / Title

December 1, 2023

Date

Consultant:

/s/ Virender Ahluwalia

Authorized Signature

TRENDZ Network, LLC / Managing Member

Name / Title

December 1, 2023

Date

Taxpayer ID Number

## EXHIBIT A

### SERVICES AND COMPENSATION

#### 1. **Services:** Financial Services and Capital Formation.

During the term of the Agreement, Consultant will provide the Client with the following services:

##### Basic Service:

- Review and update the Client's Financial Planning and Analysis as required maybe required and /or develop a long-term financial plan based on assumptions provided by Client.
- Serve as the Client's Interim CFO.
- Consultant shall respond within 24 hours to any requests made from the CEO.

##### Optional Services:

- Review, develop and manage the Client's capital formation initiatives and assist the CEO subscribe the Client's equity, debt and related capital offerings.\*
- Review existing Business Plans, Operating Plans, Cash Forecasts, Pitch Decks and related materials to reflect and present the Client's dynamic business model.
- Review existing formation documentation, cap table, financial systems and practices; setup and manage internal accounting functions; prepare financial statements for BOD, Shareholders, Investors, etc.
- Interface, at the direction of the CEO, with the Client's Attorneys, CPA firm(s) and/or tax advisors, Investment Bankers, Investors and Investment Prospects as required.
- Review and editing of Executive Summary and product pitch presentations, fact sheets, and press release authoring to increase awareness of the Client's activities and to stimulate interest in the Client and the Client's products. The Client acknowledges that the Consultant's ability to provide services pursuant to this Agreement is directly related to and dependent on the quality of the information that the Client provides the Consultant.
- Analyze and evaluate terms and conditions of a potential Transaction and make such other analyses, recommendations, and oversight as may be appropriate.
- Support the Company in the negotiation of a potential Transaction (other than with respect to legal, tax, accounting, regulatory or other specialized matters).
- Act as a "sounding board" for the CEO, Managers and employees.

Consultant and its designated agents will report directly to the CEO

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## 2. Fees and Payment Schedule:

- As compensation for performing the Services, the Client shall pay Consultant compensation in the amount of \$300 per hour. All compensation will be billed by the Consultant on a bi-weekly basis.
- The Consultant will be paid base cash compensation of \$15,000 based on the following schedule:
  - A payment of \$2,500 at the signing of this agreement; and
  - A second payment of \$2,500 will be payable within 45 days of the date of this agreement; and
  - The balance \$10,000 cash compensation will only be paid to Consultant when the Client has successfully raised capital of \$1M or more in aggregate from the time of start of this Agreement.
- A total of 50,000 Warrants of the Company's common stock based on the following key terms :
  - Warrant Exercise price: \$3 per share
  - Vesting: Vested immediately and exercisable anytime until end of term as defined below
  - Term: exercisable at any time by the consultant over a period of three years from the date of the warrant grant
- Consultant will be entitled to re-imbursement of expenses incurred by the Consultant during the term of this Agreement. *Payment of re-imbursable expenses will be due on receipt.*
- *Consultant also acknowledges that the estimated time required for the Basic Services is expected to be approx. 50 hours. In the event that the Consultant's invoices for the basic service or the optional services, exceed US\$ 15,000 consultant will need additional approval from the CEO.*

\* No Assurances: Consultant may make recommendations or provide assistance to the Client regarding funding alternatives and may advise the Client on contractual terms and assist in contract negotiations. Client acknowledges and understands that Consultant is acting as Client's agent in performing these services and that Client is solely responsible for its decisions to enter into transactions or contracts. Consultant cannot and does not guarantee that Client will obtain funding which it deems acceptable or adequate as a result of Consultant's performance of the Service(s).

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**RetinalGeniX Technologies Inc. Announces Hiring of Interim CFO** Press Release | 12/01/2023

PETALUMA, Calif., Dec. 01, 2023 (GLOBE NEWSWIRE) — RetinalGeniX Technologies Inc. (OTCQB: RTGN) (“RetinalGeniX” or the “Company”) today announced that it has hired Virender Ahluwalia as Interim Chief Financial Officer.

The Company is an ophthalmic research and development med-device and therapeutic drug development company focused on developing High-Resolution Retinal Imaging and Pharmaco-Genetic Mapping™ technologies.

Mr. Ahluwalia is a seasoned executive and joins RetinalGeniX Technologies Inc. with over 15 years of experience in finance and operations across public and private organizations. He holds an MBA in Finance from Northeastern University and a Bachelor of Science from the National Institute of Technology (NIT) at Kurukshetra University. His proven track record in high-growth environments includes capital raises and accounting.

RetinalGeniX is developing innovative technologies such as DNA/RNA/GPS™ Pharmaco-Genetic Mapping™ software to prevent blindness through the early detection and treatment of ocular diseases.

In concert with its Pharmaco-Genetic Mapping™ the Company is developing a high-resolution retinal home and remote monitoring system that is intended to offer 24/7 real-time alerts to both physicians and patients and a cost-effective high-resolution retinal mass screening device that does not require dilation of the pupil. The combined technologies are intended to prevent blindness through the early detection and treatment of ocular diseases and also to detect initial physiological changes that could indicate possible future systemic disease including neurodegenerative, cardiovascular, vascular, metabolic, and diabetic conditions.

The Company has started conducting pharmaceutical clinical studies for treating dry Age-Related Macular Degeneration (AMD) and Alzheimer’s/Dementia complex as part of its DNA/RNA/GPS™ initiative.

RetinalGeniX has also filed two provisional patents related to these studies and formed an institutional review board to launch a 390-patient clinical study that is intended to validate the relative suitability of anti-VEGF ocular injection treatments for patient candidates with wet AMD.

Jerry Katzman MD, Chairman, President, and CEO of RetinalGeniX Technologies Inc., said, *“We are very excited to welcome Virender aboard. His many years of expertise in working with companies of all sizes and being instrumental in capital raises and accounting are greatly valued.”*

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Virender Ahluwalia added, “I have had the privilege of collaborating with multiple medical device and healthcare organizations. It gives me immense pleasure to be a part of this company’s journey towards the development of innovative healthcare technologies. The Company’s groundbreaking work has the potential to bring hope to millions of patients worldwide.”

#### **About RetinalGeniX™**

RetinalGeniX is an ophthalmic research and development company focused on developing High-Resolution Retinal Imaging and Pharmaco-Genetic Mapping™ technologies intended to prevent blindness through the early detection and treatment of ocular diseases and also to detect initial physiological changes that could indicate possible future systemic disease including neurodegenerative, cardiovascular, vascular, metabolic, and diabetic conditions.

#### **Safe Harbor Statement**

This press release contains certain forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These statements are identified by the use of the words “could,” “believe,” “anticipate,” “intend,” “estimate,” “expect,” “may,” “continue,” “predict,” “potential,” “project” and similar expressions that are intended to identify forward-looking statements and include statements regarding developing innovative technologies such as DNA/RNA/GPS™ Pharmaco-Genetic Mapping™ software to prevent blindness through the early detection and treatment of ocular diseases, developing a high-resolution retinal home and remote monitoring system offering 24/7 real-time alerts to both physicians and patients and a cost-effective high-resolution retinal mass screening device that does not require dilation of the pupil, the combined technologies preventing blindness through the early detection and treatment of ocular diseases and also detecting initial physiological changes that could indicate possible future systemic disease including neurodegenerative, cardiovascular, vascular, metabolic, and diabetic conditions, conducting pharmaceutical clinical studies for treating dry Age-Related Macular Degeneration (AMD) and Alzheimer’s/Dementia complex as part of the Company’s DNA/RNA/GPS™ initiative, launching a 390-patient clinical study to validate the relative suitability of anti-VEGF ocular injection treatments for patient candidates with wet AMD and the potential of the Company’s work to bring hope to millions of patients worldwide. These forward-looking statements are based on management’s expectations and assumptions as of the date of this press release and are subject to a number of risks and uncertainties, many of which are difficult to predict, that could cause actual results to differ materially from current expectations and assumptions from those set forth or implied by any forward-looking statements. Important factors that could cause actual results to differ materially from current expectations include, among others, the contribution of Mr. Ahluwalia to the Company, the Company’s ability to successfully complete research and further development and commercialization of Company drug candidates, the timing, cost and uncertainty of obtaining regulatory approvals for the Company’s drug candidates, the Company’s ability to protect its intellectual property, and the risk factors described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022 and the Company’s subsequent filings with the SEC, including subsequent periodic reports on Forms 10-Q and 8-K. The information in this release is provided only as of the date of this release, and we undertake no obligation to update any forward-looking statements contained in this release on account of new information, future events, or otherwise, except as required by law.

Contact  
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