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): **September 20, 2019**

Heat Biologics, Inc.

(Exact name of registrant as specified in charter)

Delaware
(State or other jurisdiction of incorporation)

001-35994	**26-2844103**
(Commission File Number)	*(IRS Employer Identification No.)*

801 Capitola Drive
Durham, NC 27713
(Address of principal executive offices and zip code)

(919) 240-7133
(Registrant's telephone number including area code)

N/A
(Former Name and Former Address)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of 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, $0.0002 par value per share	HTBX	The Nasdaq Capital 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 checkmark 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.**

(b) Resignation of Officer

On September 20, 2019, Robert J. Jakobs and Heat Biologics, Inc. (the "Company") entered into a Separation Agreement (the "Separation Agreement"), which agreement will be effective on September 27, 2019, providing for, among other things, termination of Mr. Jakobs' employment as the Company's Vice President of Finance. Mr. Jakobs last day of employment with the Company was September 20, 2019. The Separation Agreement also provides among other things, that in addition to receiving all accrued obligations, Mr. Jakobs will receive a severance benefit equal to one months' payment of Mr. Jakobs current base salary. The Separation Agreement also contains confidentiality and non-disparagement provisions and an agreement to continue to comply with the Confidential Information and Assignment of Inventions Agreement previously entered into with the Company. Mr. Jakobs has also agreed to release, waive and discharge the Company and certain others from all claims and other actions, as more fully described in the Separation Agreement.

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

(c) Appointment of Officer

Effective September 25, 2019, the Company has appointed William L. Ostrander to serve as the Company's Vice President of Finance and Secretary.

Mr. Ostrander, age 51, most recently served as the Executive Director of Finance at Liquidia Technologies, Inc. from November 2014 until joining the Company. Prior to that, he served as Senior Director, Finance and Accounting at KBI Biopharma, Inc. from 2007 through 2014.

Mr. Ostrander has no family relationships with any of our directors or executive officers. There are no related party transactions between the Company and Mr. Ostrander.

(e) Compensatory Plan

Pursuant to the Company's offer letter with Mr. Ostrander (the "Offer Letter"), Mr. Ostrander will be entitled to an annual base salary of $220,000 and is eligible to receive an annual bonus of up to 20% of his annual salary. In addition, the Company's management will recommend to the Compensation Committee of the Company's Board of Directors that Mr. Ostrander be granted pursuant to the Company's equity incentive plan an aggregate of 75,000 incentive stock options to purchase shares of common stock that will vest pro rata over four (4) years and be exercisable at a price per share equal to the fair market value of the Company's common stock on the date of the grant. Mr. Ostrander will also be eligible for other benefits consistent with those received by our other executives.

The foregoing description of the Offer Letter does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Offer Letter , a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

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

Exhibit Number	Description
10.1	Agreement by and between Heat Biologics, Inc. and Robert J. Jakobs, dated September 20, 2019
10.2	Offer Letter by and between Heat Biologics, Inc. and William L. Ostrander, dated September 23, 2019

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.

Dated: September 24, 2019

HEAT BIOLOGICS, INC.

By: /s/ Jeffrey Wolf
Name: Jeffrey Wolf
Title: Chairman, President and Chief Executive Officer

EXHIBIT INDEX

Exhibit Number	Description
10.1	Agreement by and between Heat Biologics, Inc. and Robert J. Jakobs, dated September 20, 2019
10.2	Offer Letter by and between Heat Biologics, Inc. and William L. Ostrander, dated September 23, 2019

EXHIBIT 10.1



September 20, 2019

Mr. Robert Jakobs

Re: Separation Agreement

Dear Bob:

This letter sets forth the substance of the separation agreement (the "Agreement") which Heat Biologics, Inc. (the "Company") is offering to you to aid in your employment transition.

1. Separation. Your last day of work with the Company and your employment termination date was September 20, 2019 (the "Separation Date"). This Agreement shall serve as notice of termination of your Employment Agreement with the Company effective as of September 27, 2019, which is attached hereto as Exhibit A (the "Employment Agreement").

2. Accrued Salary and Vacation. On the earlier of within ten (10) business days following the Separation Date or the next regular payroll date following the Separation Date, the Company will pay you (i) all accrued salary owed to you ($3,055.56 for the services you performed on September 20, 2019), subject to standard payroll deductions and withholdings; and (ii) $2,817.69 for the accrued and unused vacation earned through the Separation Date (the number of accrued and unused vacation hours earned through the Separation Date is 26.64 hours), subject to standard payroll deductions and withholdings. You will receive these payments regardless of whether or not you sign this Agreement.

3. Severance Benefits. If you timely, execute and do not revoke this Agreement and comply with your obligations hereunder, the Company will make severance payments to you in the form of continuation of your base salary in effect on the Separation Date for one (1) month ($18,333.33) following the Separation Date. These payments will be subject to standard payroll deductions and withholdings and will be made on the Company's ordinary payroll dates, beginning with the first such date which occurs at least eight (8) business days following the "Effective Date" as defined below, provided the Company has received the executed Agreement from you on or before that date.

4. Benefit Plans. If you are currently participating in the Company's group health insurance plans, your participation as an employee will end on September 20, 2019. Thereafter, to the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense. Later, you may be able to convert to an individual policy through the provider of the Company's health insurance, if you wish.

Deductions for the 401(k) Plan will end with your last regular paycheck. You will receive information by mail concerning 401(k) plan rollover procedures should you be a participant in this program.

5. Stock Options. You were granted options to purchase an aggregate of 75,000 shares of the Company's common stock (the "Option"), pursuant to the Company's 2018 Stock Incentive Plan (the "Plan") and stock option agreements and any other documents between you and the Company setting forth the terms of the Option (the "Option Documents"). Under the terms of the Plan and your stock option grant, vesting will cease as of the Separation Date. As of the Separation Date, you have 7,812 shares exercisable at $1.24 per share with respect to your stock option grants. In accordance with the terms of the Plan and your Option Documents, you will have a period of three months from the Separation Date to exercise your vested options.

6. Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement, you will not receive any additional compensation, severance or benefits after the Separation Date.

7. Expense Reimbursements. You agree that, within ten (10) days of the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for reasonable business expenses pursuant to its regular business practice.

8. Return of Company Property. By the Separation Date, you agree to return to the Company all Company documents (and all copies thereof) and other Company property that you have had in your possession at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not limited to, computers), credit cards, entry cards, identification badges and keys; and, any materials of any kind that contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). Please coordinate return of Company property with Jeff Wolf, Chef Executive Officer. **Receipt of the severance benefits described in Section 3 of this Agreement is expressly conditioned upon return of all Company Property.**

9. Proprietary Information and Post-Termination Obligations. Both during and after your employment you acknowledge your continuing obligations under the Employment Agreement and Confidential Information and Assignment of Inventions Agreement with the Company not to use or disclose any confidential or proprietary information of the Company and to refrain from certain solicitation and competitive activities. A copy of the Employment Agreement is attached hereto as Exhibit A and Confidential Information and Assignment of Inventions Agreement with the Company. If you have any doubts as to the scope of the restrictions in your agreement, you should contact Jeff Wolf, Chief Executive Officer immediately to assess your compliance. As you know, the Company will enforce its contract rights. Please familiarize yourself with the enclosed agreement which you signed. Confidential information that is also a "trade secret," as defined by law, may be disclosed (A) if it is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, in the event that you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

10. Confidentiality. The provisions of this Agreement will be held in strictest confidence by you and will not be publicized or disclosed in any manner whatsoever; *provided, however,* that: (a) you may disclose this Agreement to your immediate family; (b) you may disclose this Agreement in confidence to your attorney, accountant, auditor, tax preparer, and financial advisor; and (c) you may disclose this Agreement insofar as such disclosure may be required by law. Notwithstanding the foregoing, nothing in this Agreement shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

11. Non-Disparagement. You agree not to disparage the Company, and the Company's attorneys, directors, managers, partners, employees, agents and affiliates, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that you may respond accurately and fully to any question, inquiry or request for information when required by legal process. Notwithstanding the foregoing, nothing in this Agreement shall limit your right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act. The Company agrees not to disparage you in any manner likely to be harmful to you or your business, business reputation or personal reputation; provided that the Company may respond accurately and fully to any question, inquiry or request for information when required by legal process. Notwithstanding the foregoing, nothing in this Agreement shall the Company's right to voluntarily communicate with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, other federal government agency or similar state or local agency or to discuss the terms and conditions of your employment with others.

12. Cooperation after Termination. You agree to cooperate fully with the Company in all matters relating to the transition of your work and responsibilities on behalf of the Company, including, but not limited to, any present, prior or subsequent relationships and the orderly transfer of any such work and institutional knowledge to such other persons as may be designated by the Company, by making yourself reasonably available during regular business hours.

13. Release. In exchange for the payments and other consideration under this Agreement, to which you would not otherwise be entitled, and except as otherwise set forth in this Agreement, you, on behalf of yourself and, to the extent permitted by law, on behalf of your spouse, heirs, executors, administrators, assigns, insurers, attorneys and other persons or entities, acting or purporting to act on your behalf (collectively, the "Employee Parties"), hereby generally and completely release, acquit and forever discharge the Company, its parents and subsidiaries, and its and their officers, directors, managers, partners, agents, representatives, employees, attorneys, shareholders, predecessors, successors, assigns, insurers and affiliates (the "Company Parties") of and from any and all claims, liabilities, demands, contentions, actions, causes of action, suits, costs, expenses, attorneys' fees, damages, indemnities, debts, judgments, levies, executions and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this Agreement, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with your employment with the Company or the termination of that employment; claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law (individually a "Claim" and collectively "Claims"). The Claims you are releasing and waiving in this Agreement include, but are not limited to, any and all Claims that any of the Company Parties:

- has violated its personnel policies, handbooks, contracts of employment, or covenants of good faith and fair dealing;
- has discriminated against you on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: the Age Discrimination in Employment Act, as amended ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; 42 U.S.C. § 1981, as amended; the Equal Pay Act; the Americans With Disabilities Act; the Genetic Information Nondiscrimination Act; the Family and Medical Leave Act; the North Carolina Equal Employment Practices Act and the North Carolina Wage and Hour Act.; the Employee Retirement Income Security Act; the Employee Polygraph Protection Act; the Worker Adjustment and Retraining Notification Act; the Older Workers Benefit Protection Act; the anti-retaliation provisions of the Sarbanes-Oxley Act, or any other federal or state law regarding whistleblower retaliation; the Lilly Ledbetter Fair Pay Act; the Uniformed Services Employment and Reemployment Rights Act; the Fair Credit Reporting Act; and the National Labor Relations Act;
- has violated any statute, public policy or common law (including but not limited to Claims for retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family and/or promissory estoppel).

Notwithstanding the foregoing, other than events expressly contemplated by this Agreement you do not waive or release rights or Claims that may arise from events that occur after the date this waiver is executed. Also excluded from this Agreement are any Claims which cannot be waived by law, including, without limitation, any rights you may have under applicable workers' compensation laws and your right, if applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. Nothing in this Agreement shall prevent you from filing, cooperating with, or participating in any proceeding or investigation before the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal government agency, or similar state or local agency ("Government Agencies"), or exercising any rights pursuant to Section 7 of the National Labor Relations Act. You further understand this Agreement does not limit your ability to voluntarily communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, you are otherwise waiving, to the fullest extent permitted by law, any and all rights you may have to individual relief based on any Claims that you have released and any rights you have waived by signing this Agreement. If any Claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a Claim in which any of the Company Parties is a party. This Agreement does not abrogate your existing rights under any Company benefit plan or any plan or agreement related to equity ownership in the Company; however, it does waive, release and forever discharge Claims existing as of the date you execute this Agreement pursuant to any such plan or agreement.

14. Your Acknowledgments and Affirmations/ Effective Date of Agreement. You acknowledge that you are knowingly and voluntarily waiving and releasing any and all rights you may have under the ADEA, as amended. You also acknowledge and agree that (i) the consideration given to you in exchange for the waiver and release in this Agreement is in addition to anything of value to which you were already entitled, and (ii) that you have been paid for all time worked, have received all the leave, leaves of absence and leave benefits and protections for which you are eligible, and have not suffered any on-the-job injury for which you have not already filed a Claim. You affirm that all of the decisions of the Company Parties regarding your pay and benefits through the date of your execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law. You affirm that you have not filed or caused to be filed, and are not presently a party to, a Claim against any of the Company Parties. You further affirm that you have no known workplace injuries or occupational diseases. You acknowledge and affirm that you have not been retaliated against for reporting any allegation of corporate fraud or other wrongdoing by any of the Company Parties, or for exercising any rights protected by law, including any rights protected by the Fair Labor Standards Act, the Family Medical Leave Act or any related statute or local leave or disability accommodation laws, or any applicable state workers' compensation law. You further acknowledge and affirm that you have been advised by this writing that: (a) your waiver and release do not apply to any rights or Claims that may arise after the execution date of this Agreement; (b) you have been advised hereby that you have the right to consult with an attorney prior to executing this Agreement; (c) you have been given twenty-one (21) days to consider this Agreement (although you may choose to voluntarily execute this Agreement earlier and if you do you will sign the Consideration Period waiver below, provided that you may not sign earlier than the Separation Date); (d) you have seven (7) days following your execution of this Agreement to revoke this Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired unexercised (the "Effective Date"), which shall be the eighth day after this Agreement is executed by you.

15. No Admission. This Agreement does not constitute an admission by the Company of any wrongful action or violation of any federal, state, or local statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights.

16. Breach. You agree that upon any breach of this Agreement you will forfeit all amounts paid or owing to you under this Agreement. Further, you acknowledge that it may be impossible to assess the damages caused by your violation of the terms of Sections 8, 9, 10 and 11 of this Agreement and further agree that any threatened or actual violation or breach of those Sections of this Agreement will constitute immediate and irreparable injury to the Company. You therefore agree that any such breach of this Agreement is a material breach of this Agreement, and, in addition to any and all other damages and remedies available to the Company upon your breach of this Agreement, the Company shall be entitled to an injunction to prevent you from violating or breaching this Agreement without the obligation of posting a bond or proving actual damages. You agree that if the Company is successful in whole or part in any legal or equitable action against you under this Agreement, you agree to pay all of the costs, including reasonable attorneys' fees, incurred by the Company in enforcing the terms of this Agreement.

17. Miscellaneous. This Agreement and the Confidential Information and Assignment of Inventions Agreement that you entered into with the Company, including Exhibit A, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of North Carolina as applied to contracts made and to be performed entirely within North Carolina.

If this Agreement is acceptable to you, please sign and date below and return to me within twenty-one (21) days of your receipt of the original Agreement, but no earlier than the Separation Date. The Company's offer contained herein will automatically expire if we do not receive the fully signed Agreement within this timeframe.

I wish you good luck in your future endeavors.

Sincerely,

HEAT Biologics, Inc.

By: /s/ Jeffrey Wolf
Name: Jeffrey Wolf
Title: Chief Executive Officer

Agreed to and Accepted:

/s/ Robert Jakobs
Robert Jakobs

Exhibit A – Offer Letter

CONSIDERATION PERIOD

I, Robert Jakobs, understand that I have the right to take at least 21 days to consider whether to sign this Agreement, which I received on September 20, 2019. If I elect to sign this Agreement before 21 days have passed, I understand I am to sign and date below this paragraph to confirm that I knowingly and voluntarily agree to waive the 21-day consideration period. I understand that I may not sign any earlier than the Separation Date.

AGREED:

_____
Signature

_____
Date

Exhibit A

Offer Letter

EXHIBIT 10.2



September 23, 2019

William Ostrander

Dear William:

I am pleased to extend to you an offer of employment as VP of Finance for Heat Biologics, Inc. ("Heat"). This exempt position will report to Jeff Wolf, CEO and will be located at our Durham, North Carolina offices. The anticipated start date for your employment with Heat Biologics is September 25, 2019.

As a full-time exempt employee, your pay will be $220,000 on an annual basis, payable bi-weekly. You will also be eligible to receive an annual bonus up to 20% of your total annual salary.

In addition to base annual compensation, we will recommend to the Compensation Committee of our Board of Directors the issuance of an aggregate of 75,000 incentive stock options to vest over 4 years pursuant to Heat's stock option plan, with an exercise price per share equal to the fair market value of Heat's common stock on the date of grant, subject to the approval of Heat's Board of Directors.

As a full-time regular employee, you will be eligible for paid time off under our standard PTO and paid holiday plans. You will be eligible to accrue 15 days of vacation per year, at a rate of 1.25 days per month.

You will be eligible for benefits generally extended to its full-time regular employees, subject to qualification and eligibility requirements of the plan. Please understand that the company may change these benefits from time to time, with or without notice.

This offer, and any employment pursuant to this offer, is conditioned upon your execution of, and ongoing compliance with, the terms of the Confidential Information and Assignment of Inventions Agreement, provided in Appendix A.

Your employment with Heat is “at-will”. This means that it is not for any specified period of time, and that either you or the company can terminate it at any time, for any reason, with or without notice. It also means that your job duties, title, responsibilities, reporting level, compensation or any other condition of your employment can be changed with or without notice at any time within the sole discretion of the company. The at-will nature of your employment will remain in effect during your entire tenure at Heat and cannot be changed without the express written agreement by you and the Chief Executive Officer.

This offer letter shall be governed by and construed and interpreted in accordance with. the laws of the State of North Carolina without regard to principles of conflict of laws. No dispute between the parties shall be the subject of a lawsuit filed in State or federal court. Instead, any such dispute shall be submitted to binding arbitration before the American Arbitration Association (“AAA”) or if Heat and you agree in a separate writing another individual or organization or an individual or organization that a court appoints. Notwithstanding the above, either Heat or you may file with an appropriate state or federal court a claim for injunctive relief in any case where the filing party seeks provisional injunctive relief or where permanent injunctive relief is not available in arbitration. The filing of a claim for injunctive relief in state or federal court shall not allow either party to raise any other claim outside of arbitration. It is understood that both sides are hereby waiving the right to a jury trial. The arbitration shall be initiated in Durham, North Carolina and shall be administered by AAA under its employment arbitration rules before a single arbitrator that shall be mutually agreed upon by the parties hereto. If the parties cannot agree on a single arbitrator, then an arbitrator shall be selected in accordance with the rules of AAA. The arbitration must be filed within one year of the act or omission which gives rise to the claim. Each party shall be entitled to take one deposition and to take any other discovery as is permitted by the arbitrator. In determining the extent of discovery, the arbitrator shall exercise discretion, but shall consider the expense of the discretion, discovery, and the importance of the discovery to a just adjudication. The arbitrator shall render an award that conforms to the facts. as supported by competent evidence (except that the arbitrator may accept written declarations under penalty of perjury, in addition to live testimony), and the law as it would be applied by a court sitting in the State of North Carolina. The cost of arbitration shall be advanced equally by the parties. Any party may apply to a court of competent jurisdiction for entry of judgment on the arbitration award.

In accepting this offer, you acknowledge this letter constitutes the entire understanding of your employment with Heat. You also acknowledge any previous or contemporaneous discussions, negotiations, or understandings not set forth in this letter are superseded.

Again, I am pleased to extend this offer and look forward to your acceptance of this position with your signature below. I am very enthused at having you on board and look forward to working with you to build a truly exciting company!

Sincerely,

/s/ Jeff Wolf
Jeff Wolf
CEO
Heat Biologics, Inc.

Agreed and Accepted,

/s/ William Ostrander
William Ostrander
September 23, 2019
Date

APPENDIX A

CONFIDENTIAL INFORMATION AND ASSIGNMENT OF INVENTIONS

All Developments (as defined below), whether or not reduced to writing, which the employee may originate, make or conceive during the term of his/her engagement relating to his/her work on behalf of Heat Biologics (the "Corporation") shall immediately become the sole and absolute property of the Corporation.

The term "Development" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes) related to his work at the Corporation.

The employee agrees to disclose promptly to the Corporation (or any persons designated by it) each such Development. The employee hereby assigns all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks) that he/she may have or may acquire in the Developments and all benefits and/or rights resulting therefrom to the Corporation and its assigns without further compensation and hereby agrees to communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Corporation.

The employee agrees that, during his/her engagement and at any time thereafter, at the request and cost of the Corporation, to promptly sign, execute, make and do all such deeds, documents, acts and things as the Corporation and its duly authorized officers may reasonably require and as follows:

(a) to apply for, obtain, register and vest in the name of the Corporation alone (unless the Corporation otherwise directs) patents, copyrights, trademarks or other analogous protection in any country throughout the world relating to a Development and when obtained or vested to renew and restore the same; and

(b) to defend any judicial, opposition or other proceedings in respect of such application for revocation of any such patent, copyright, trademark or other analogous protection; and

(c) if the Corporation is unable, after reasonable effort, to secure employee'ssignature on any application for patent, copyright, trademark or other analogous registration or other documents regarding any legal protection relating to a Development, whether because of his/her physical or mental incapacity or for any other reason whatsoever, employee hereby irrevocably designates and appoints the Corporation and its duly authorized officers and agents as his/her agent and attorney-in-fact, to act for and in his/her behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection with the same legal force and effect as if executed by him/her.

(d) The employee further agrees that during the course of her engagement or at any time after termination, she will not disclose or make accessible to any other person, the Corporation's products, services and technology, both current and under development, promotion and marketing programs, lists, trade secrets and other confidential and proprietary business information of the Corporation or any of its clients. The employee agrees: (i) not to use any such information for himself/herself or others; and (ii) not to take any such material or reproductions thereof from the Corporation's facilities at any time during her engagement by the Corporation, except as required in the employee's duties to the Corporation. The employee agrees immediately to return all such material and reproductions thereof in her possession to the Corporation upon request and in any event upon termination of his engagement. The foregoing notwithstanding, the parties acknowledge and agree that the confidential and proprietary information of the Corporation and/or its clients shall not include the following: (a) information already in the public domain or hereafter disclosed to the public through no fault of the employee; including but not limited to knowledge of (i) the business of other companies in the field; (ii) general business methods and structures useful in operating biotechnology companies; (iii) the status of patents and other technology in the field other than those of the Corporation; (b) general knowledge about the biotechnology field obtained through the employee's professional and academic experience; or (c) specific ideas and projections of the biotechnology field's evolution that are not the property of the Corporation.

(e) Except with prior written authorization by the Corporation, the employee agrees not to disclose or publish any of the confidential, technical or business information or material of the Corporation, its clients or any other party to whom the Corporation owes an obligation of confidence, at any time during or after his engagement with the Corporation.

(f) Employee acknowledges that all original works of authorship that are made by him/her (solely or jointly with others) within the scope of his/her engagement and that are protectable by copyright are being created at the instance of the Corporation and are "works made for hire," as that term is defined in the United State Copyright Act (17 USCA, Section 101). If these laws are inapplicable or in the event that all or a part of any works are determined by a court of competent jurisdiction not to be a work made for hire under the United States copyright laws, this Agreement will operate as an irrevocable and unconditional assignment by him/her to the Corporation of all of his right, title and interest (including without limitation all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the right to all renewals and extensions) in the works in perpetuity.

(g) Employee agrees that during the course of her employment or at any time thereafter, Employee and Employee's agents, family and/or representatives shall refrain from (i) all conduct, verbal or otherwise, which would materially damage the reputation, goodwill or standing in the community of the Corporation, its affiliates, subsidiaries, divisions, agents and related parties and their respective principals, owners (direct or indirect), members, directors, officers, agents, servants, employees, parties, attorneys and other professionals, successors and assigns (collectively, the "The Corporation Related Parties") and (ii) referring to or in any way commenting on the Corporation and/or any of the other The Corporation Related Parties in or through the general media or any public domain (including without limitation, internet websites, blogs, chat rooms and the like), which would materially damage, the reputation, goodwill or standing in the community of the Corporation and/or any of the Corporation Related Parties.

(h) For a period commencing on the date of execution of the offer letter and ending one (1) year after the date Employee ceases to be employed by the Corporation (the "Non-Competition Period"), Employee shall not (i) accept any employment with responsibilities that include developing, marketing or selling any biologic or pharmaceutical product that is based upon heat shock protein-based cancer immunotherapy; (ii) own any equity of an entity that is developing, marketing or selling a biologic or pharmaceutical product that is based upon heat shock protein-based cancer immunotherapy; provided that Employee shall not be prohibited from being a passive owner of not more than five percent (5%) of the equity securities of an entity described in this clause (ii) that is publicly traded and for which Employee is in compliance with clauses (i); or (iii) permit Employee's name to be used by, act as consultant or advisor to, render material services for, or otherwise assist in any manner any person or entity, in each case with regard to the development, marketing or selling of any biologic or pharmaceutical product that is based upon heat shock protein-based cancer immunotherapy.

(i) During the Non-Competition Period, Employee shall not, directly or indirectly, (i) induce or attempt to induce or aid others in inducing anyone working at or for the Corporation to cease working at or for the Corporation, or in any way interfere with the relationship between the Corporation and anyone working at or for the Corporation or (ii) in any way interfere with the relationship between the Corporation and any customer, supplier, licensee or other business relation of the Corporation.

(j) If, at the time of enforcement of any preceding paragraph, a court shall hold that the duration, scope, area or other restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, area or other restrictions reasonable under such circumstances shall be substituted for the stated duration, scope, area or other restrictions.

Agreed and Accepted,

/s/ William Ostrander
William Ostrander

Date: September 23, 2019