

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): May 17, 2022

FINWISE BANCORP

(Exact name of registrant as specified in its charter)

**Utah**  
(State or other jurisdiction of incorporation or organization)

**001-40721**  
(Commission file number)

**83-0356689**  
(I.R.S. employer identification no.)

**756 East Winchester St., Suite 100**  
**Murray, Utah**  
(Address of principal executive offices)

**84107**  
(Zip code)

Registrant's telephone number, including area code: **(801) 501-7200**

**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))

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.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Stock, par value \$0.001 per share	FINW	The NASDAQ Stock Market LLC

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

On May 17, 2022, the Board of Directors of the Company (the “Board”) approved a Letter Agreement, dated as of May 17, 2022 (the “Agreement”), by and between FinWise Bank, the Company’s wholly-owned subsidiary (the “Bank”), and James Noone (the “Recipient”) for a retention bonus arrangement with the Recipient, who serves as the Chief Credit Officer and Executive Vice President of the Bank, in the amount of \$520,000, less applicable deductions and withholdings (the “Retention Bonus”). The Agreement is the definitive written agreement for the retention bonus arrangement approved by the Compensation Committee of the Board on March 29, 2022. The Retention Bonus is advanced and payable in cash in two equal payments, the first of which was made on April 1, 2022, and the second of which is advanced and payable on the next Bank payroll cycle following January 15, 2023. To earn the Retention Bonus, however, the Recipient must be actively employed by the Bank through January 15, 2023 (the “Retention Bonus Date”).

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.

Also on May 17, 2022, the Board, acting on the recommendation of its Compensation Committee, adopted an executive compensation program for the Company’s CEO and other executive officers, excluding David Tilis, which, in addition to base salary, comprises a cash bonus plan (the “Cash Bonus Plan”) that will be used to calculate cash bonuses that may become payable to with respect to 2022 and a long-term incentive plan (the “LTIP”) that will be used to award equity compensation in 2022.

**Cash Bonus Plan**

The Cash Bonus Plan is intended to align pay with financial performance and shareholder value creation by basing cash bonuses on the achievement of specified levels of pre-tax net income. The CEO’s bonus will be based entirely on pre-tax net income, while bonuses for the other executive officers will be based 75% on pre-tax net income and 25% on department goals to be established by the Compensation Committee.

The bonuses paid based on achievement of specified levels of pre-tax net income or department goals may range from 0 to 175% of the target bonus amounts, with threshold, target and maximum bonus levels. No bonus amount is provided for performance below the threshold level, which is 80% of the target level; 50% of the target bonus amount is provided for performance at the threshold level; the target bonus amount is provided for performance at the target level; and 175% of the target bonus amount is provided for performance at or greater than 120% of the target level. Actual bonus amounts are calculated by linear interpolation between the different levels, i.e., between the threshold and the target and between the target and the maximum.

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For 2022, the amount payable under the Cash Bonus Plan ranges from \$0 to \$787,500 for Kent Landvatter, Chief Executive Officer and President, based on a target bonus of \$450,000 and from \$0 to \$297,500 for Javvis Jacobson, Chief Financial Officer and Executive Vice President, and James Noone, Chief Credit Officer and Executive Vice President, each based on a target bonus of \$170,000 (of which 25% is based on department goals and 75% is based on the pre-tax net income target and, in each case, eligible to be paid at 175% of target in the event of maximum level achievement).

The Compensation Committee can reduce the bonus for all employees covered by the Cash Bonus Plan collectively by up to 25% if it determines, in its sole discretion, that inappropriate risk was taken by the Company. In addition, the Committee retains the ability to assess the incentive plan outcomes and determine if any discretionary adjustments should be considered for any covered employee to best align with overall performance and shareholder interests.

#### LTIP

The long-term incentive grants are intended to align executives with the company's value creation. Grants under the LTIP are expected to be made pursuant to the Company's 2019 Stock Option Plan or other equity incentive plan of the Company and will comprise a combination of restricted stock and stock options. 80% of the LTIP award value will be in the form of restricted stock and 20% of the LTIP award value will be in the form of stock options, with both grants vesting ratably over three years based on achievement of specified levels of the Company's return on average assets (ROAA).

The award values for the LTIP grants are \$700,000 for Mr. Landvatter, \$270,000 for Mr. Jacobson and \$210,000 for Mr. Noone.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10.1+</a>	Letter Agreement, dated May 17, 2022, by and between FinWise Bank and James Noone
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)
+	Management contract or compensation plan, contract or arrangement.

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**SIGNATURE**

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

DATE: May 23, 2022

**FINWISE BANCORP**

/s/ Javvis Jacobson

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Name: Javvis Jacobson

Title: Chief Financial Officer and Executive Vice President

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May 17, 2022

**By Hand**

Mr. James Noone  
EVP and Chief Credit Officer  
FinWise Bank

**Re: Retention Bonus**

Dear Jim:

We are writing to memorialize the terms of your Retention Bonus.

FinWise Bank (the "Bank") and FinWise Bancorp (the "Company") consider it to be in the best interests of the Bank and the Company to promote and preserve your employment with the Bank. Accordingly, the Bank is pleased to offer you the opportunity to receive the Retention Bonus (as defined below), subject to the terms and conditions set forth herein.

1. **Retention Bonus.** You will have the opportunity to receive a cash bonus of \$520,000, less applicable deductions and withholdings (the "Retention Bonus"). The Bank advanced you 50% of the Retention Bonus on April 1, 2022. The remaining 50% of the Retention Bonus will have a measurement date on January 15, 2023 (the "Measurement Date") with payment to be made in the next payroll cycle immediately following the Measurement date, subject to the terms and conditions set forth below.
2. To receive the remaining 50% of the Retention Bonus, you must be actively employed by the Bank through the Measurement Date.
3. **At-Will Employment.** Nothing in this letter agreement shall be construed to alter the at-will nature of your employment with the Bank. This means either you or the Bank 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 Bank and Company relating to the Retention Bonus and supersedes any and all prior agreements and understandings related to the Retention Bonus. This letter agreement cannot be changed or modified except by formal written instrument executed by you and the CEO of the Bank or another person authorized by the Board of Directors.

By signing below where indicated, you acknowledge and agree to the terms herein and 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.

756 East Winchester Street, Suite 100, Murray, Utah 84107

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Sincerely,

/s/ Kent Landvatter

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Kent Landvatter  
President and CEO

**ACKNOWLEDGED AND AGREED:**

/s/ James Noone

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James Noone  
EVP and Chief Credit Officer

756 East Winchester Street, Suite 100, Murray, Utah 84107 – 801.501.7200  
[www.FinWiseBank.com](http://www.FinWiseBank.com)

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