

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 and Exchange Act of 1934

Date of Report (Date of earliest event reported): January 26, 2021

Cyren Ltd.

(Exact name of registrant as specified in its charter)

Israel

(State or other jurisdiction
of incorporation)

000-26495

(Commission
File Number)

Not applicable

(IRS Employer
Identification No.)

**10 Ha-Menofim St, 5th Floor
Herzliya
Israel**

(Address of principal executive offices)

4672561

(Zip Code)

011-972-9-863-6888

(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

- 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 each exchange on which registered

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

On January 26, 2021, J. Michael Myshrall, the Chief Financial Officer of Cyren Ltd. (the “Company”), notified the Company of his intention to resign from his position as Chief Financial Officer effective February 28, 2021. The Company has appointed Kenneth Tarpey as Chief Financial Officer effective February 1, 2021. Mr. Myshrall will remain with the Company in an advisory capacity to assist with the transition. The full text of the Company’s press release is attached as Exhibit 99.1.

Mr. Tarpey’s base salary will initially be \$290,000. Mr. Tarpey will be eligible to earn an annual bonus of up to 40% of his annual base salary, based on achievement of certain objectives defined in the executive bonus plan, as approved by the Board of Directors and subject to the Executive Compensation Policy of the Company. Mr. Tarpey will also receive a restricted stock unit award of 650,000 Ordinary Shares under the Company’s 2016 Equity Incentive Plan. Mr. Tarpey is also eligible for severance benefits under certain events of termination equal to six months of Mr. Tarpey’s then-current base salary. The foregoing summary is not complete and is qualified in its entirety by reference to the full and complete terms of the Offer Letter and the Supplemental Letter Agreement, copies of which are attached as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No. Description

10.1	Offer Letter dated January 26, 2021
10.2	Supplemental Letter Agreement dated January 26, 2021
99.1	Press release of Cyren Ltd. dated January 27, 2021

SIGNATURES

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

Date: January 27, 2021

CYREN LTD.

By: /s/ J. Michael Myshrall

J. Michael Myshrall
Chief Financial Officer



January 26, 2021

Mr. Kenneth Tarpey
10590 Mountain Shadow Lane
Marshall, VA 20115

VIA ELECTRONIC MAIL

Dear Ken,

On behalf of Cyren Inc. (the "Company"), I am pleased to offer you the position of *Chief Financial Officer* reporting to Brett Jackson, Chief Executive Officer.

Commencement Date:

Provided you accept the offer contained herein by January 27, 2021 and provided the undersigned Cyren representative has signed a copy of this offer letter indicating Cyren's agreement to the terms herein, your employment with the Company shall commence on February 1, 2021.

Base Compensation:

This offer is for a full-time position. Your compensation package will include a starting base salary of **\$24,166.67** per month or **\$290,000** annually. Salary will be paid on a semi-monthly basis. Your employment shall remain at all times "at will", and you are classified as an exempt employee. This offer is contingent upon the company's receipt of a clear pre-employment background screening.

Annual Bonus:

Effective February 1, 2021, you will be eligible to earn an annual bonus of up to 40% of your base salary, based on achievement of objectives defined in advance in the executive bonus program, as approved by the Board of Directors and in accordance with and subject to the Executive Compensation Policy applicable to corporate officers.



An annual bonus earned by you in a given year in accordance with the above shall be paid following the end of a year in accordance with the Executive Compensation Policy. Payment will be prorated based on your start date during the first year of employment.

Equity Grant:

We will recommend to the Compensation Committee and Board of Directors that you receive a grant of **650,000 RSUs** of Ordinary Shares in the Company's parent company, Cyren Ltd., under terms of the Company's 2016 Equity Incentive Plan. Your grant, if approved, will vest over a four year period, with 25% vesting each year after the initial grant approval. The Grant Date will be the date that the Compensation Committee and Board of Directors approves the grant.

Employee Benefits/Vacation Accrual:

Provided that you timely complete all necessary applications/relevant documents, you will be eligible to participate in our standard employee benefit plans, as they are currently defined and as modified from time to time by the Company for the benefit of its employees.

You will accrue vacation at a rate of **three (3) weeks** per year, in accordance with Company policy, as set forth in the Employee Manual.

Place of Employment and Expense Reimbursement

Unless otherwise agreed in writing or to the extent travel is authorized for Company business, you are expected to work primarily out of the Company's office located in McLean, VA Monday through Friday of each week, subject to the Company's holiday schedule as published from time to time, and the Company's Covid-19 work-from-home policies.

Travel to other locations may be necessary to fulfill your responsibilities. Any expenses incurred by you, which were authorized in advance by your supervisor, shall be reimbursed by the Company upon receipt of an appropriate expense report. Appropriate expense reports shall be submitted by you in a timely manner, in accordance with Company policy, namely within two weeks of the incurrence of the expense. The failure to timely submit expense reports may be deemed by the Company, in its sole discretion, as sufficient cause to reject a request for reimbursement.



Termination

You shall serve as an “at will” employee and, therefore, your employment (including these terms) may be terminated at any time by either the Company or you. Notwithstanding, both you and the Company agree to give each other 30 days’ advance written notice of termination, except the Company may immediately terminate your employment for Good Cause without 30 day advance written notice. “Good Cause” shall mean (i) an action by you involving a willful and wholly wrongful act; (ii) you being convicted of, or pleading guilty to, a felony; (iii) an intentional, material and substantial violation by you of a Company rule, regulation, policy or procedure; or (iv) a substantial and material neglect of your duties.

In the event that your employment is terminated without Good Cause, and provided you execute the General Release of All Claims within 45 days of the date of your final employment (known as the “Separation Date”), then the Company shall continue to pay your then existing base salary for a period of 6 months from the date of separation, herein known as the “Severance Period”.

Other

You agree that the usage of a home office is based on voluntarily waiving any and all claims against the Company arising out of or relating to the use of your home, or a portion thereof, as an office on behalf of Cyren, including claims relating to the sufficiency of the space utilized in performing your duties for Cyren.

Furthermore, you agree to fully indemnify and hold harmless Cyren against any claims of any kind pertaining to your home, including those relating to your possession, upkeep, usage, ownership or rental of your home. The Company will provide for a personal computer that can be used at your home office or in the Company offices, and will reimburse you for telephonic communications charges directly relating to Company business performed at your home office.

Should you agree to accept our offer for employment, the terms described in this letter, as well as the policies and conditions set forth in the Company’s Employee Manual and periodic Company updates, shall constitute the terms of your employment. Any additions or modifications of the terms of this letter must be in writing, attached as an addendum hereto and signed by an authorized representative of the Company in order to be binding on the Company. You are encouraged to review the Company’s Employee Manual, a copy of which will be provided to you at the offices of the Company.

In signing this letter, you agree that the procedural and substantive laws of the State of Virginia, without regard to laws pertaining to conflicts of law, shall govern your employment. Furthermore, any dispute arising hereunder, including both statutory and non-statutory claims, shall be referred to mediation in accordance with the Mediation Agreement attached hereto as Exhibit “A”.



Please confirm your acceptance by signing and returning a copy of this letter along with the attached Acceptance and Acknowledgment Form. You will be required to sign an appropriate NDA and inventions assignment concurrent with the commencement of your employment.

Ken, we are excited about the possibility of having you join us as an employee and look forward to a productive future together. If you have any questions, please do not hesitate to call.

Sincerely,

/s/ Eva Markowitz

Eva Markowitz, SPHR, SHRM-SCP, SWP
VP, HR



ACCEPTANCE AND ACKNOWLEDGEMENT

I have read, understand and accept the foregoing terms of employment. I understand that this letter does not constitute a contract of employment for any specific period of time but will create an “employment at will” relationship where the relationship can be terminated by me or by the Company at any time for any reason, with or without cause. This statement supersedes any contrary representations, which may have been made to me.

I understand that this offer of employment is contingent upon my providing verification of my eligibility to work in the United States per the Public Law, the Immigration Reform and Control Act of 1986. I will also be expected to complete and execute an Employee Invention Assignment and Confidentiality Agreement, an employment application, and an agreement to comply with the Company’s policies and guidelines as a condition of employment.

I understand that you do not wish me to utilize any confidential or proprietary material of any former employer in performing my duties for the Company, or to violate any obligation to my former employers.

Acknowledged, Accepted and Agreed on January 26, 2021.

Kenneth Tarpey

Name

/s/ Kenneth Tarpey

Signature



EXHIBIT "A"
MEDIATION AGREEMENT

Mediation

The parties signing below shall first participate in mediation of any dispute arising under this Agreement.

Should the parties be unable to agree on the nomination of a mediator, third party representatives (legal or otherwise) of each of the parties shall discuss in good faith and mutually appoint the mediator of the dispute. The mediator shall be a lawyer specializing in employment law, with at least five (5) years of related experience. The mediation shall be held at a neutral site, to be determined by the mediator, and shall commence with one party's petition to the FMCS. The mediation shall be conducted in accordance with rules as determined by the mediator. In no event shall the preceding sentence be construed as requiring the mediator to impose rules of any kind on the parties, and the mediator shall be free to conduct the mediation as he or she deems just and proper. The cost of the mediation services shall be borne by Cyren. Each party shall pay for its own costs associated with its attendance at the mediation.

At least seven (7) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents.

In Witness Whereof, the parties have executed this Agreement on January 26, 2021.

/s/ Eva Markowitz

Eva Markowitz, VP, HR

/s/ Kenneth Tarpey

Employee

January 26, 2021

Re: Supplemental Employment Terms

Mr. Kenneth Tarpey
10590 Mountain Shadow Lane
Marshall, VA 20115

Dear Ken:

The purpose of this letter agreement (the “**Letter Agreement**”) is to confirm our agreement that in the event that (i) your employment is Involuntarily Terminated by Cyren Ltd. or its successor (as applicable, the “**Company**”), and (ii) such termination occurs within 1 month before or 12 months after a Change of Control, you will receive a lump sum payment equal to 6 months of your then annual base salary, to be paid to you less applicable deductions and withholdings, by no later than 30 days following your termination date.

For purposes of this Letter Agreement, the following definitions shall apply:

1. “**Involuntary Termination**” shall mean the termination of your employment at the Company by reason of:
 - (a) your involuntary dismissal or discharge by the Company other than for Cause, or
 - (b) your voluntary resignation following (A) a change in your position at the Company (or notification of such change), where such change materially reduces your duties and responsibilities, (B) a reduction in your level of compensation (including base salary, fringe benefits and target bonus under any corporate performance-based bonus or incentive programs) by more than ten percent (10%), except where such change is made on a Company-wide basis among management level employees, or (C) a relocation of your place of employment by more than fifty (50) miles, provided and only if such change, reduction or relocation is effected without your consent.
 2. “**Cause**” means any of the following:
 - (a) An act of dishonesty or fraud taken by you in connection with your responsibilities as a Company employee (other than acts that are immaterial or inadvertent, and you promptly cure) or failure to abide by the Company’s code of conduct or other material policies;
 - (b) Material breach of fiduciary duty or duty of loyalty owed by you to the Company, or material breach of your duty to protect confidential and/or proprietary information learned during your employment at the Company;
 - (c) Your conviction or “no contest” plea to a felony or crime involving fraud, embezzlement, dishonesty, misappropriation of funds or other moral turpitude;
 - (d) Gross negligence or willful misconduct in performance of your duties as a Company employee;
 - (e) Your repeated failure to perform any duties reasonably assigned by the Company, following your receipt of written notice from the CEO notifying you of such failure; or
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(f) An action or inaction taken by you, that in the reasonable discretion of the Company's CEO, causes actual material harm to the Company, its brand, image, executives or property (unless, to the extent curable, such action or inaction is promptly cured upon your receipt of notice of Cause from the CEO)

3. **"Change of Control"** will mean the occurrence of either of the following events:

- (a) Any person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than Warburg Pincus and/or its affiliates, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the total voting power represented by the Company's then outstanding voting securities; or
- (b) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets (it being understood that the sale or spinoff of one or more divisions of the Company shall not constitute the sale or disposition of all or substantially all of the Company's assets).

It is understood that the intent of both the Company and you is to have all benefits and rights to which you may be entitled pursuant to this Letter Agreement comply with Section 409A of the Code and the Treasury Regulations and other guidance promulgated or issued under such regulations ("**Section 409A**"), and to the extent the requirements of Section 409A are applicable, the provisions of this Letter Agreement shall be construed in a manner consistent with that intent. Notwithstanding the foregoing, the Company does not make any representation that the payments or benefits provided under this Letter Agreement are exempt from, or satisfy, the requirements of Section 409A, and it is agreed that the Company will have no liability or other obligation to indemnify or hold you or your beneficiaries harmless for any tax, interest or penalties that you or your beneficiaries may incur in the event any provision of this Letter Agreement, or any amendment or modification of this Letter Agreement, or any other action taken with respect to this Letter Agreement, is deemed to violate any requirements of Section 409A.

The above is meant to supplement and not detract or limit, any rights or benefits to which you are entitled to pursuant to your employment agreement with the Company. For the avoidance of doubt, the terms of this Letter Agreement have been approved by the Company's Compensation Committee and Board of Directors and are not subject to change without the express written consent of both you and the Company.

Sincerely,

/s/ Brett Jackson

Brett Jackson
Chief Executive Officer
Cyren Ltd.



PRESS RELEASE

Cyren Announces Appointment of Kenneth Tarpey as Chief Financial Officer

McLean, Va. – January 27, 2021 – Cyren (NASDAQ: CYRN), a provider of email security and threat intelligence solutions, today announced that Kenneth Tarpey will join the Company as Chief Financial Officer, replacing Michael Myshrall, who, after ten years with the company, is moving on to pursue other interests.

Mr. Tarpey joins Cyren with over 30 years of financial leadership experience in both public and private technology companies. Most recently, Mr. Tarpey was the Chief Financial Officer of Videology, a \$200 million video advertising platform company. He previously served as the CFO of comScore (NASDAQ: SCOR), a publicly traded digital analytics company with over 1,300 employees and over \$300 million of annual revenue. He also held CFO positions at ObjectVideo, a video surveillance software company, Ai Metrix, a network optimization software company, and Proxicom (NASDAQ: PXCM), where he led the company through a successful IPO and its eventual sale to Dimension Data (LSE: DDT). Mr. Tarpey started his career in public accounting as an auditor with PricewaterhouseCoopers.

“Ken is a proven, experienced public company CFO who has provided financial leadership to numerous technology companies throughout his career. He knows what it takes to run public companies and has helped companies scale recurring revenue and improve their financial profile, which is exactly what Cyren needs at this stage,” said Brett Jackson, Cyren’s Chief Executive Officer. “We are excited to have Ken join our executive team; his experience and track record will be invaluable.”

“On behalf of the Cyren Board and our team, I would like to thank Mike Myshrall for all the time, effort and energy he invested in Cyren over the past ten years, and his many contributions and accomplishments,” Mr. Jackson continued. “Mike has been a longstanding and invaluable member of our executive team and we will miss him. I am especially appreciative of Mike partnering with me as I took over as CEO, as well as his commitment to a seamless CFO transition. I wish Mike success as he takes the next step in his career.”

Mr. Tarpey will assume the CFO position effective February 1, and Mr. Myshrall will remain with Cyren through February 28, 2021 to ensure a smooth leadership transition.

About Cyren:

More than 1.3 billion users around the world rely on Cyren’s cloud security solutions to protect them against cyber-attacks and data loss every day. Powered by GlobalView, Cyren’s global security cloud that identifies emerging threats on a global basis in real-time, Cyren (NASDAQ: CYRN) delivers fast time-to-protection with embedded threat detection services, threat intelligence and enterprise email security products for leading email providers, cybersecurity vendors, service providers and enterprises. Learn more at www.cyren.com.

Blog: <http://blog.cyren.com>

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Company Contact

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