

**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): **August 3, 2023**

**Sonim Technologies, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38907**  
(Commission  
File Number)

**94-3336783**  
(IRS Employer  
Identification No.)

**4445 Eastgate Mall, Suite 200,**  
**San Diego, CA 92121**  
(Address of principal executive offices, including Zip Code)

**(650) 378-8100**  
(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:

<u>Title of each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	SONM	The Nasdaq Stock Market LLC (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 check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

*Retirement of Alan Howe*

On August 3, 2023, Alan Howe informed the board of directors (the “Board”) of Sonim Technologies, Inc. (the “Company”) of his decision to retire from, and not stand for re-election to the Board, effective as of the end of his term, the date of the conclusion of the Company’s 2023 annual meeting of stockholders. Mr. Howe’s decision not to stand for re-election is not the result of any disagreement with the operations, policies, or practices of the Company.

Mr. Howe is the longest-tenured board member of the Company and has been serving on the Board since November of 2017 and has been a source of support and counsel through those years. The Company formally extends its sincere gratitude to Mr. Howe for his years of dedicated service, leadership, and vision.

*Alan Howe Advisory Agreement*

As a result of Mr. Howe’s decision not to stand for re-election, the Company extended an offer to Mr. Howe to serve in an advisory role commencing as of the conclusion of the Company’s 2023 annual meeting of stockholders. Accordingly, on August 8, 2023 the Company and Mr. Howe entered into a consulting agreement (the “Consulting Agreement”) for the initial term of one year, whereby Mr. Howe shall be entitled to a retainer of \$25,000 per year in connection with his services. The Consulting Agreement also contains such customary provisions as confidentiality and non-disclosure covenants and non-disparagement restrictions.

The foregoing description of the Consulting Agreement is qualified in its entirety by reference to the full text of the Consulting Agreement filed herewith as Exhibit 10.1 and incorporated herein by reference.

*Retirement of Jose C. Principe*

On August 3, 2023, Jose C. Principe informed the Board of his decision to retire from, and not stand for re-election to the Board, effective as of the end of his term, the date of the conclusion of the Company’s 2023 annual meeting of stockholders. Mr. Principe’s decision not to stand for re-election is not the result of any disagreement with the operations, policies, or practices of the Company.

Mr. Principe has been serving on the Board since 2022 and has been a source of support and counsel throughout the year. The Company formally extends its sincere gratitude to Mr. Principe for his devotion of time and skills to the development of the Company.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">Consulting Agreement by and between the Company and Alan Howe dated as of August 8, 2023</a>
104	Cover Page Interactive Data file (embedded within 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.

SONIM TECHNOLOGIES, INC.

Date: August 9, 2023

By: /s/ Clay Crolius

Name: Clay Crolius

Title: Chief Financial Officer

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**ALAN HOWE  
CONSULTANT AGREEMENT**

This consultant agreement (“Agreement”) is made and entered as of August 8, 2023 and shall be effective as of the conclusion of the Sonim Technologies, Inc.’s 2023 annual meeting (“**Effective Date**”), by and between Sonim Technologies, Inc. (“**Company**”), and Alan Howe, (“**Consultant**”).

WITNESSETH:

- A. WHEREAS, Consultant has been a valuable member of Company’s Board of Directors (“Board”) up to the Effective Date, including acting as the Chair of the Board’s Strategic Planning Committee focused on increasing Company’s revenue by pursuing strategic acquisitions and other external growth opportunities.
- B. WHEREAS, the Consultant has advised the Company that he does not desire to stand for re-election to the Board at Company’s 2023 annual meeting of shareholders due to his commitments to various other boards of directors.
- C. WHEREAS, after Consultant’s departure from the Board, Company desires to have access to Consultant’s valuable advice and direction to assist in the further development and growth of Company on the terms herein provided, and Consultant is desirous of providing services to Company as a consultant on the terms herein provided.
- D. NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained, the parties hereto agree as follows:
1. Consultant Role. During the Term (as defined below), Consultant hereby agrees to perform, and to hold himself available to provide, upon reasonable request, such reasonable parttime services from time to time or at any time as reasonably requested by Company, Company’s management and/or Board. Consultant shall not be required to spend any specific periods of time at the offices or premises of Company or elsewhere but shall be available to consult with the management and Board at mutually convenient times and places upon reasonable advance notice to consultant. Any requested services, when practicable, may be provided by telephone, electronically, video conference, written correspondence, e-mail, or other means of off-site communication as mutually determined appropriate by Company and Consultant.
  2. Compensation. During the Term, as compensation for the Consultant’s performance of services hereunder, including holding himself available therefor, Company shall pay Consultant a retainer of \$25,000 per year; payable in equal quarterly installments of \$6,250. The company shall also pay or reimburse the Consultant for all reasonable business, travel, lodging, and other expenses incurred by him in the performance of his services hereunder. All of Consultant’s unvested equity awards received while Consultant served on the Board shall continue vesting after the Effective Date (including after the Term) according to their terms as if Consultant remained on the Board on each vesting date.

3. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall terminate on September 29, 2024 (“Term”); provided, however, that Consultant’s engagement hereunder and the Term shall terminate upon Consultant’s earlier death or disability. Except as otherwise provided in Section 2, Consultant will not be entitled to any severance payments or other severance or termination-related benefits upon conclusion of Confidential Information. During the Term.

4. Confidential Information. During the Term and thereafter, the Consultant will not disclose any Proprietary Information (as defined below) or use any Proprietary Information in any manner adverse to the best interests of Company. All information, data, documents, agreements, files, and other materials that have been or will be furnished directly or indirectly by Company or any of its representatives to Consultant (whether in his prior capacity as a member of the Board or in his capacity as a consultant hereunder), including, without limitation, trade secrets, software programs, intellectual property, data files, source code, computer chips, system designs and product designs, whether or not marked as confidential, whether furnished prior to, on or after the Effective Date, whether oral, written or electronic, and regardless of the manner in which it was or is furnished, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials prepared by Company or any of its representatives that contain, reference, reflect or are based upon, in whole or in part, any information, documents, agreements, files, and other materials so furnished to Consultant is referred to herein as “Proprietary Information”. Proprietary Information does not include, however, information that (i) was, is or becomes available to Consultant on a non-confidential basis from a source other than Company or any of its representatives; provided that such other source is not known by Consultant, after reasonable inquiry, to be bound by a confidentiality obligation to Company; (ii) was, is or becomes generally available to or known by the public (other than as a result of a breach by Consultant of this Agreement); (iii) was previously in the possession of Consultant; provided that such information is not known by Consultant, after reasonable inquiry, to be subject to another confidentiality agreement or other obligation of secrecy to Company; or (iv) was independently developed by Consultant without use of the Proprietary Information and without violating any of his obligations under this Agreement or previously as a member of the Board. To the extent that any Proprietary Information may include materials subject to the attorney client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, Consultant agrees that the parties have a commonality of interest with respect to such matters, and it is the mutual desire, intention and understanding of the parties that the sharing of such materials was or is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney client privilege, work product doctrine or other applicable privilege. Accordingly, and in furtherance of the foregoing, the parties agree not to claim or contend that either party hereto has waived any attorney client privilege, work product doctrine or any other similar and applicable privilege by providing information pursuant to this Agreement.

5. Return of All Company Documents and Property. Excluding Consultant's personal files and property, promptly after the Effective Date, Consultant will return to Company all documents and property (including, without limitation, all records, memoranda, notes, correspondence, client information, reports, manuals, plans, computer discs, tapes and files, printouts, software, presentations and the like, including all copies thereof, computers, telephones, PDAs, equipment, and the like) in his possession or under his control pertaining to Company's business or Proprietary Information. Consultant will not copy or cause to be copied any of Company's records nor cause a removal of any record, document or property belonging to Company without authorization from Company.

6. Mutual Non-Disparagement Agreement. From and after the Effective Date, neither Consultant nor Company will disparage the other party or any of his or its clients, directors, officers, employees, shareholders, or business operations.

7. Independent Contractor Status. During the Term, the Consultant will be an independent contractor for the Company, will not be an employee of the Company and will have sole responsibility for the payment of all state and federal income taxes upon any payments made by Company to Consultant. No withholding of any state or federal taxes or other amounts shall be made by the Company hereunder. Consultant shall report such income as earnings from self-employment on his state and federal tax returns.

8. Miscellaneous. No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, including by signatures delivered electronically, each of which shall be deemed to be an original but all of such together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**“Company”**

**Sonim Technologies, Inc.**

By: /s/ Clay Crolius

**“Consultant”**

**Alan Howe**

By: /s/ Alan Howe