

**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): **June 2, 2024**

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:

Title of each Class	Trading Symbol(s)	Name of each exchange on which registered
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 1.01 Entry into a Material Definitive Agreement.

As previously reported on a Current Report on Form 8-K filed with the Securities and Exchange Commission on April 29, 2024, Sonim Technologies, Inc. (the "Company") entered into that certain registration rights agreement, dated as of April 29, 2024, (the "Registration Rights Agreement") with an investor in the Company's common stock and warrants to purchase shares of the Company's common stock.

On June 2, 2024, the Company entered into an amendment to the Registration Rights Agreement (the "First Amendment"), pursuant to which the Company's deadline to file a registration statement was extended to September 20, 2024.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
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10.1 [First Amendment to Registration Rights Agreement, dated as of June 2, 2024, by and between Sonim Technologies, Inc. and the investor named therein](#)

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: June 4, 2024

By: /s/ Clay Crolius

Name: Clay Crolius

Title: Chief Financial Officer

**SONIM TECHNOLOGIES, INC.
FIRST AMENDMENT
TO REGISTRATION RIGHTS AGREEMENT**

THIS FIRST AMENDMENT TO REGISTRATION RIGHTS AGREEMENT (the “Amendment”) is made as of June 2, 2024 (the “Effective Date”), by and between Sonim Technologies, Inc., a Delaware corporation (the “Company”) and Jiang Liu (the “Investor”).

RECITALS

WHEREAS, the Company and the Investor are parties to that certain Registration Rights Agreement, dated as of April 29, 2024 (the “Agreement”), pursuant to which the Company must file a Registration Statement with the Commission covering the resale of all of the Registrable Securities purchased by the Investor pursuant to the Purchase Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Agreement;

WHEREAS, the Company and the Investor have agreed to postpone the Filing Date with respect to the Initial Registration Statement to September 20, 2024; and

WHEREAS, the Company and the Investor desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises, representations, warranties, covenants, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Amendment.

The definition of “Filing Date” set forth in Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“‘Filing Date’ means, with respect to the Initial Registration Statement required hereunder, September 20, 2024 and, with respect to any additional Registration Statements that may be required pursuant to Section 2(c) or Section 3(c), the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.”

Section 2. Miscellaneous Provisions.

The relevant provisions of the Agreement shall apply hereto *mutatis mutandis*.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the (signature) thereon, provided such signature page is attached to any other counterpart identical thereto. The execution of this Amendment may be effected by facsimile and/or electronically transmitted signatures, all of which shall be treated as originals; provided, however, that the party receiving a copy hereof with a facsimile and/or electronically transmitted signature may, by written notice to the other, require the prompt delivery of an original signature to evidence and confirm the delivery of the facsimile signature. Each party intends to be bound by its respective facsimile and/or electronically transmitted signature, and is aware that the other party will rely thereon, and each party waives any defenses to the enforcement of this Amendment delivered by facsimile and/or electronic transmission.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

COMPANY:

**Sonim Technologies, Inc.,
a Delaware corporation**

By: /s/ Peter Liu
Name: Peter Liu
Title: Chief Executive Officer

INVESTOR:

Jiang Liu

/s/ Jiang Liu

[Signature Page to First Amendment to Registration Rights Agreement]