

**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): **April 15, 2025**

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

On April 15, 2025, following the approval of the compensation committee of the board of directors (the "Board") of Sonim Technologies, Inc. (the "Company"), the Company and Clay Crolius, the Company's Chief Financial Officer, entered into that certain first amendment to employment agreement (the "First Amendment to Employment Agreement"), amending the amended and restated letter agreement previously entered into by the Company and Mr. Crolius, dated as of December 8, 2023 (the "CFO Employment Agreement"). The terms of the CFO Employment Agreement were amended as follows:

- (i) the definition of "Change in Control" was revised to include the following events: (a) the removal of a majority of the Board at any point during a period of two (2) consecutive years and (b) a complete liquidation or dissolution of the Company or the consummation of a sale or disposition of all or substantially all of the Company's assets; and
- (ii) the severance provision of the CFO Employment Agreement was amended to: (a) extend the protection period to twelve (12) months following a Change in Control, (b) add a "triggering event" defined to include: (i) a termination of Mr. Crolius's employment by the Company other than for death, disability or "cause" or (ii) a termination of employment by Mr. Crolius following a reduction in position, pay or other constructive termination events, and (c) to increase the severance benefits payable to Mr. Crolius by adding a guaranteed pro-rated bonus of not less than 20% of Mr. Crolius's annual salary.

The foregoing description of the First Amendment to Employment Agreement is qualified in its entirety by reference to the full text of the First Amendment to Employment Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	First amendment to employment agreement, dated as of April 15, 2025, by and between Sonim Technologies, Inc. and Clay Crolius
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: April 16, 2025

By: /s/ Clay Crolius

Name: Clay Crolius

Title: Chief Financial Officer

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This first amendment to employment agreement (the "Amendment") is made and entered into as of April 15, 2025, by and between **Sonim Technologies, Inc.**, a Delaware corporation, ("Sonim"), and **Clay Crolius** ("Executive").

WHEREAS, Sonim and Executive previously entered into an Employment Agreement, dated as of December 8, 2023 (the "Employment Agreement"); and

WHEREAS, Sonim and Executive desire to amend the Employment Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises herein contained, Sonim and Executive hereby agree to amend the Employment Agreement as follows:

1. Section 5(b) of the Employment Agreement is replaced in its entirety with the following:

(b) **Change in Control.** For purposes of this Agreement, "Change in Control" means:

- (i) as such term defined in Section 13(i) of the Company's 2019 Equity Incentive Plan (as in effect on the date hereof) (the "**Plan**"),
- (ii) during the period of two (2) consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new director(s) (other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in Section 13(i) of the Plan) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two (2) year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or
- (iii) a complete liquidation or dissolution of the Company or the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets other than the sale or disposition of all or substantially all of the assets of the Company to a Person or Persons who beneficially own, directly or indirectly, fifty percent (50%) or more of the combined voting power of the outstanding voting securities of the Company at the time of the sale.

2. Section 9 is replaced in its entirety with the following:

9. Severance. In the event the Qualified Termination Event occurs at any time up to the twelve-month anniversary of the closing of a Change in Control, the Company will pay you:

- (i) a sum equivalent to six (6) months of your base salary in effect as of your termination date, and
- (ii) a bonus in the amount calculated as described in Section 2(c) assuming achievement of performance goals at one hundred percent (100%) of the bonus targets and the determination by the Board that a bonus is warranted in the amount of 20% of your base salary, prorated for the portion of the calendar year that has elapsed as of the date of your termination; provided, however, that if, prior to the Change in Control, the Board approved a bonus in excess of 20% of your base salary for the applicable performance period pursuant to Section 2(c), then such higher bonus amount (as prorated) shall be payable pursuant to this provision,

in each case payable in a lump sum cash payment, less applicable withholdings, less required, and designated payroll deductions and withholdings on the day that is not more than 30 (thirty) days following the day of your termination.

The severance benefit described in this Section 9 is conditional upon (a) your continuing to comply with your obligations under your Proprietary Information Agreement, including the non-solicitation provisions thereof; (b) your delivering to the Company a duly executed and effective general release of claims against the Company in a form acceptable to the Company within 30 days following your termination date; and (c) if requested by the Company to confirm your Board resignation, if you are a member of the Board, your resignation from the Board, to be effective no later than the date of your termination date (or such other date as requested by the Board).

"**Qualified Termination Event**" shall mean the termination of your employment:

- (i) by the Company other than for Cause, death, or Disability; or
- (ii) by you for Good Reason.

"**Good Reason**" shall mean that you resigned from the Company following the occurrence of any of the following events:

- (i) a material diminution in your annual base salary other than across-the-board decreases in annual base salary similarly affecting all executives of the Company;
- (ii) the Company requiring you to relocate (other than for travel incident to your performance of duties on behalf of the Company) a distance of more than fifty (50) miles from your current principal place of business; or
- (iii) any material diminution in your position, responsibilities, authority, or duties.

"**Disability**" shall mean the following: if through any illness, injury, accident or condition of either a physical or psychological nature, you become unable to perform substantially all of your duties and responsibilities for a continuous period of sixteen (16) consecutive weeks or for any twenty-six (26) weeks within a fifty-two (52) week period. Determinations as to whether you are disabled shall be made by a physician selected by the Board or its insurers and acceptable to you or your legal representative, such agreement as to acceptability not to be unreasonably withheld or delayed.

3. This Amendment does not supersede the terms and conditions of the Employment Agreement, except to the extent expressly described herein.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the day and year first above written.

Sonim Technologies, Inc.

/s/ Hao (Peter) Liu
Name: Hao (Peter) Liu
Title: Chief Executive Officer

/s/ Clay Crolius
Clay Crolius
