

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): December 26, 2025

SOBR SAFE, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other  
jurisdiction of incorporation)

000-53316

(Commission  
File Number)

26-0731818

(IRS Employer  
Identification No.)

6400 S. Fiddlers Green Circle, Suite 1400  
Greenwood Village, Colorado 80111  
(Address of principal executive offices) (zip code)

(844) 762-7723

(Registrant's telephone number, including area code)

(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

Common Stock

Trading Symbol(s)

SOBR

Name of each exchange on which registered

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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.**

The information set forth in Item 5.02 of this Current Report on Form 8-K is incorporated herein by reference into this Item 1.01 in its entirety.

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

*Amendments to Executive Employment Agreements*

On December 30, 2025, SOBR Safe, Inc., a Delaware corporation (the “Company”), entered into an amendment to the Executive Employment Agreement between the Company and David J. Gandini, its Chief Executive Officer, dated January 30, 2025 (the “CEO Agreement”) to extend the term of the of the CEO Agreement to December 31, 2026.

Also on December 30, 2025, the Company entered into an amendment to the Executive Employment Agreement between the Company and Christopher Whitaker, its Chief Financial Officer, dated March 1, 2025 (the “CFO Agreement”) to extend the term of the CFO Agreement to December 31, 2026.

**Item 8.01. Other Events.**

Effective December 26, 2025, the Company appointed Broadridge Financial as its transfer agent. All of the Company’s directly held shares of common stock were transferred from Equiniti to Broadridge’s platform.

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

(d) Exhibits

<a href="#">10.1</a>	<a href="#">Amendment No. 1 to Executive Employment Agreement dated December 30, 2025</a>
<a href="#">10.2</a>	<a href="#">Amendment No. 1 to SOBR Safe, Inc. Executive Employment Agreement dated December 30, 2025</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.

**SOBR Safe, Inc.**  
a Delaware corporation

Dated: January 2, 2025

By: /s/ Chris Whitaker  
Chris Whitaker, Chief Financial Officer

## AMENDMENT NO. 1 TO EXECUTIVE EMPLOYMENT AGREEMENT

This Amendment No. 1 to the Executive Employment Agreement is dated December 30, 2025 (the “**Amendment**”), between SOBR Safe, Inc., a Delaware corporation, (the “**Company**”), and David J. Gandini, an individual (the “**Executive**,” and together with the Company, the “**Parties**,” and each, a “**Party**”).

**WHEREAS**, the Parties have entered into that certain Executive Employment Agreement, dated January 30, 2023 (the “**Existing Agreement**”);

**WHEREAS**, the Parties have entered into two Renewal Terms, as defined in the Existing Agreement; and

**WHEREAS**, the Parties desire to amend the Existing Agreement to extend the Term of the Existing Agreement, as defined in the Existing Agreement, on the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (as defined in Section 3), the Existing Agreement is hereby amended or modified as follows:

(a) Section 1 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“1. Term. The effective date of this Agreement shall be January 1, 2023 (the “Effective Date”). Subject to the Termination provisions set forth in Paragraph 4 below, this Agreement shall extend from the Effective Date through December 31, 2026 (the “Term”). The Term will automatically renew for additional terms of one (1) year each (“Renewal Terms”), unless one Party gives written notice to the other Party of his or its intention not to begin a Renewal Term. Any or all Renewal Terms will be subject to the terms of this Agreement unless the Parties agree in writing to different or additional terms before the commencement of a Renewal Term.”

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the “**Effective Date**”). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXISTING AGREEMENT AND IN THIS SECTION 4 OF THIS AMENDMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

5. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**SOBR Safe, Inc.**, a Colorado corporation

By: /s/ Chris Whitaker

Name: Chris Whitaker

Title: Chief Financial Officer

/s/ David J. Gandini

**David J. Gandini**

**AMENDMENT NO. 1 TO SOBR SAFE, INC.  
EXECUTIVE EMPLOYMENT AGREEMENT**

This Amendment No. 1 to the SOBR Safe, Inc. Executive Employment Agreement is dated December 30, 2025 (the “**Amendment**”), between SOBR Safe, Inc., a Delaware corporation, (the “**Company**”), and Christopher Whitaker, an individual (the “**Executive**,” and together with the Company, the “**Parties**,” and each, a “**Party**”).

**WHEREAS**, the Parties have entered into that certain Executive Employment Agreement, dated March 1, 2025 (the “**Existing Agreement**”); and

**WHEREAS**, the Parties desire to amend the Existing Agreement to extend the Term of the Existing Agreement, as defined in the Existing Agreement, on the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (as defined in Section 3), the Existing Agreement is hereby amended or modified as follows:

(a) Section 1 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“1. Term. The Executive’s employment under this Agreement shall be effective as of March 1, 2025 (the “Effective Date”) and shall extend from the Effective Date through December 31, 2026 (the “Initial Term”), subject to Termination provisions set forth in Section 6 below. Following the Initial Term, this Agreement will renew and be extended for additional terms of one year each (“Renewal Terms”), unless one Party gives written notice to the other Party of his or its intention not to begin a Renewal Term with thirty (30) days advance notice. Any or all Renewal Terms will be subject to the terms, conditions and understandings of this Agreement unless the Parties agree in writing to different or additional terms before the commencement of a Renewal Term. If this Agreement terminates for any reason, then Sections 6 through 22 will survive the termination of this Agreement. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the “Employment Term.””

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the “**Effective Date**”). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXISTING AGREEMENT AND IN THIS SECTION 4 OF THIS AMENDMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

5. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**SOBR Safe, Inc.**, a Colorado corporation

By: /s/ David Gandini

Name: David Gandini

Title: Chief Financial Officer

/s/ Christopher Whitaker

**Christopher Whitaker**