

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 9, 2025

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**Sono Group N.V.**

(Exact name of registrant as specified in its charter)

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**The Netherlands**  
(State or other jurisdiction  
of incorporation)

**001-41066**  
(Commission File Number)

**98-1828632**  
(IRS Employer  
Identification No.)

**Waldmeisterstrasse 93, Munich, Germany**  
(Address of principal executive offices)

**80935**  
(Zip Code)

**+49 (0)89 4520 5818**  
(Registrant's telephone number, including area code)

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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))

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>
Ordinary shares, par value €0.02 per share	SSM	The Nasdaq Stock Market LLC

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.

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

***Chief Executive Officer and Managing Director***

On September 9, 2025, George O’Leary informed the supervisory board (the “**Supervisory Board**”) of Sono Group N.V. (the “**Company**”) that after the uplisting to Nasdaq, he would be resigning from his positions as the Chief Executive Officer of the Company and all subsidiaries of the Company effective as of September 9, 2025, and as the sole member of the Company’s management board (the “**Managing Director**”) upon election of a successor. Mr. O’Leary’s resignation from his positions with the Company is voluntary and did not result from any disagreement with the Company regarding any matter related to the Company’s operations, policies or practices. As set forth in Mr. O’Leary’s resignation letter dated September 9, 2025, Mr. O’Leary will support the transition through December 31, 2025 and continue as a Managing Director through the next shareholder vote and will take his remaining accrued vacation during this time. At such shareholders’ vote, it will be proposed to accept Mr. O’Leary’s resignation from his position as the Managing Director and grant him a discharge for performed management.

Furthermore, on September 9, 2025, the Company entered into a consulting agreement with McGurn Advisors LLC and Kevin McGurn (the “**Consulting Agreement**”), the form of which was approved by the Supervisory Board on September [9], 2025, pursuant to which Kevin McGurn will provide Chief Executive Officer services to the Company as an independent contractor, commencing on September 9, 2025 until the end of the Interim Period (as defined below). Under the terms of the Consulting Agreement, during the Interim Period, Mr. McGurn shall be entitled to receive a weekly fee of \$7,700 per week (pro-rated for any partial week and payable in arrears in bi-weekly installments). The Company has agreed pursuant to the terms of the Consulting Agreement that, provided that Mr. McGurn is elected and appointed as Managing Director at the Company’s next extraordinary general meeting (the period between September 9, 2025 and the date of such election, the “**Interim Period**”), the Company will agree at the conclusion of the Interim Period to commence to hire Mr. McGurn as the Chief Executive Officer of the Company retroactive to September 9, 2025, with the terms of such employment relationship to be documented in a service agreement to be executed between the Company and Mr. McGurn on the terms described in the Consulting Agreement. In the event that Mr. McGurn is elected as Managing Director of the Company, upon the conclusion of the Interim Period, Mr. McGurn’s compensation will be revised such that (i) Mr. McGurn will receive an annual base salary of \$400,000, paid biweekly and pro-rated for any partial year of employment, and thereafter increases in his base compensation may occur annually with the approval of the Compensation Committee of the Supervisory Board, (ii) in the fiscal year ending December 31, 2025, Mr. McGurn will be eligible to receive an incentive bonus payment, which shall be pro-rated for the partial year of service, full year targeted at 25% of his base salary or \$100,000, a prorated amount to be paid by January 31, 2026, based upon achievement of goals as agreed upon and approved on or before the next extraordinary general meeting by the Supervisory Board and conditioned on Mr. McGurn’s continued service with the Company through the applicable payment date (except to the extent Mr. McGurn’s employment has been terminated by the Company without Cause (as defined below)) and which shall not be considered earned until actually paid, (iii) Mr. McGurn will be eligible for six weeks (240 hours) of paid time off each year, which will accrue on a pro-rata basis beginning from Mr. McGurn’s start date and may carry over from year to year, (iv) in addition to paid time off, Mr. McGurn will receive all paid German holidays, (v) during the Employment Period (as defined below), Mr. McGurn shall be eligible to receive benefits, including healthcare coverage, available to employees of the Company, and (vi) during any period commencing on September [9], 2025 until the Company establishes a U.S. healthcare benefit plan, the Company will provide Mr. McGurn with a taxable monthly stipend payment in the gross amount of \$3,500 per month. All such payments made to Mr. McGurn will be subject to applicable U.S. withholdings and deductions. Further, in the event that Mr. McGurn is elected and appointed as Managing Director of the Company, Mr. McGurn’s service agreement as the Chief Executive Officer shall be for an initial term retroactive to September 9, 2025, until the end of his elected term as Managing Director of the Company, which may be extended by mutual agreement of the parties to the Consulting Agreement (such initial term, the “**Initial Term**”, and collectively with all extensions thereafter, the “**Employment Period**”). Any termination of such service agreement by the Company or Mr. McGurn (other than a termination by the Company for Cause or termination as a result of Mr. McGurn’s death or permanent disability) will require a 90-day notice period.

In addition, if Mr. McGurn is elected and appointed as Managing Director of the Company, his service agreement as the Chief Executive Officer will provide that if the Company terminates Mr. McGurn’s service without Cause during the Initial Term, the Company shall provide severance payments to Mr. McGurn equivalent to his base salary and 100% of the cash bonus that Mr. McGurn would have received for the remainder of the Initial Term, and the Company shall pay Mr. McGurn a minimum of three months of salary as severance if termination without Cause occurs after his ninth month of employment (subject to execution and non-revocation of a separation agreement and release in form and substance acceptable to the Company and continued compliance with all post-termination obligations to the Company). Following the Initial Term, if the Company terminates Mr. McGurn without Cause during the Employment Period, then the Company shall provide severance payments to Mr. McGurn that are equivalent to the base salary that Mr. McGurn would have received for a period of three months (subject to execution and non-revocation of a separation agreement and release in form and substance acceptable to the Company and continued compliance with all post-termination obligations to the Company).

The Consulting Agreement provides for standard representations, warranties, covenants and indemnification provisions for an agreement of its kind. In addition, McGurn Advisors LLC and Mr. McGurn have each agreed not to solicit or attempt to solicit, directly or indirectly, any employees, consultants or other independent contractors or any business from any customer of the Company during the term of the Consulting Agreement and for a period of one year thereafter. McGurn Advisors LLC and Mr. McGurn have further represented to the Company pursuant to the Consulting Agreement that neither is obligated under any form of non-compete or non-solicitation agreement which would preclude McGurn Advisors LLC or Mr. McGurn from providing Chief Executive Officer services to the Company during or after the Interim Period.

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The term of the Consulting Agreement may be terminated at any time for Cause and, in the event that the Consulting Agreement is terminated for Cause during the Interim Period, Mr. McGurn will not be eligible for employment with the Company or any affiliate of the Company.

A termination of the Consulting Agreement for “Cause” shall mean any termination for: (A) dishonesty (including but not limited to any acts of embezzlement or misappropriation of funds, regardless of whether the embezzlement or misappropriation involves funds or assets of the Company or its affiliates (collectively, the Company and its affiliates are referred to as the “Company Group”) or a third party), fraud, serious dereliction of fiduciary obligation, conviction of or plea of guilty or nolo contendere to a felony charge or any criminal act involving moral turpitude; (B) an intentional, unauthorized disclosure of confidential information belonging to the Company Group, or entrusted to the Company Group by a client, customer, or other third party; (C) reporting to Company offices or providing any services while under the influence of drugs or alcohol (other than prescription medicine or other medically-related drugs to the extent that they are taken in accordance with their directions); (D) a material violation of any Company rule, regulation or policy; (E) any act materially adverse to the interests of the Company Group or reasonably likely to result in harm to the Company Group or to bring the Company Group into disrepute; or (F) a breach of any promise or obligation under the Consulting Agreement, including, without limitation, a refusal to substantially perform services under the Consulting Agreement. In the event that Mr. McGurn is elected as Managing Director of the Company, his service agreement as Chief Executive Officer will provide for a substantially similar definition of “Cause”.

The foregoing description of the Consulting Agreement is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and the terms of which are incorporated herein by reference.

Mr. McGurn, age 52, currently serves as the Chairman of the board of directors, Chief Executive Officer and Chief Financial Officer of New America Acquisition I Corp., a special purpose acquisition company, since July 2025. Mr. McGurn has also served as Chief Executive Officer of Yorkville Acquisition Corp., a special purpose acquisition company, since March 2025 and is a member of its board of directors. Prior to then, Mr. McGurn most recently served as Vice President of Advertising Solutions at T-Mobile, where he led initiatives across digital and programmatic advertising platforms. Prior to that, from 2018 to 2023 he was President at Vevo LLC, a global music video platform jointly owned by Universal Music Group and Sony Music Entertainment, where he was responsible for monetization, sales strategy, and global partnerships. Earlier in his career, from 2007 to 2013, Mr. McGurn served as Senior Vice President of Advertising Sales at Hulu, where he helped to launch and scale the company’s ad-supported streaming business. He has also held an independent board role at Zype, Inc., a video infrastructure platform that was acquired by Backlight, a portfolio company of PSG Equity. Mr. McGurn currently serves in an advisory capacity to Trump Media and Technology Group, supporting the company’s diligence and strategy around mergers and acquisitions, subscription video on demand (SVOD) and social networking platforms, including Truth+ and Truth Social. He is also a limited partner and strategic entrepreneurial advisor to Revel Partners, a venture capital firm focused on B2B SaaS and media innovation, and Alpine Meridian, a venture capital fund with investments across digital media and consumer technology. Mr. McGurn has cultivated extensive relationships across media, entertainment, technology, telecommunications, and music industries. Mr. McGurn graduated from Ohio Wesleyan University in 1998 with a BA in History and was a two-time NCAA all-America pick in the sport of lacrosse.

There is no arrangement or understanding between Mr. McGurn and any other person(s) pursuant to which he was selected as an officer. Mr. McGurn has no family relationships with any director or executive officer of the Company, and there are no transactions in which he has an interest that would be reportable under Item 404(a) of Regulation S-K.

**Item 7.01 Regulation FD Disclosure.**

On September 9, 2025, the Company issued a press release announcing Mr. O’Leary’s resignation and the entry into the Consulting Agreement pursuant to which Mr. McGurn shall provide Chief Executive Officer services to the Company. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference. The information in this Item 7.01 (including Exhibit 99.1) is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
<u>10.1#</u>	<u><a href="#">Consulting Agreement, dated September 9, 2025, by and between Sono Group N.V., McGurn Advisors LLC and Kevin McGurn.</a></u>
<u>99.1</u>	<u><a href="#">Press Release, dated September 9, 2025.</a></u>
<u>104</u>	Cover Page Interactive Data File (embedded within the Inline XBRL document).
<u>#</u>	Indicates management contract or compensatory plan or arrangement.

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**SIGNATURE**

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.

**Sono Group N.V.**

Dated: September 9, 2025

By: /s/ Kevin McGurn  
Name: Kevin McGurn  
Title: Chief Executive Officer

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September 9, 2025

McGurn Advisors LLC  
Attn: Kevin McGurn

Dear Mr. McGurn,

On behalf of Sono Group N.V. (“Sono” or the “Company”), it is my pleasure to offer this consulting agreement (“Consulting Agreement”) to McGurn Advisors LLC (“McGurn Advisors”) and Kevin McGurn (“McGurn”).

1. **Term:** The terms of this Consulting Agreement shall govern McGurn Advisors and McGurn’s relationship with the Company during the period from September 9, 2025 (the “Effective Date”), provided that McGurn is elected as Managing Director at the Company’s next Extraordinary General Meeting (the period between September 9, 2025 and the date of such election, the “Interim Period”). Subject to the conditions set forth herein, at the conclusion of the Interim Period, the Company will agree to commence to employ McGurn as the Chief Executive Officer of the Company (the “Employment Relationship”) retroactive to the Effective Date provided that McGurn is so elected as Managing Director at the Company’s next Extraordinary General Meeting. The terms of the Employment Relationship shall be documented in an Employment Agreement (or “Service Agreement”) to be executed between McGurn and the Company, which shall include the terms set forth on Exhibit A and other standard employment or service terms and covenants. The term of this Consulting Agreement may be terminated at any time for Cause (as defined below). In the event that this Consulting Agreement is terminated for Cause during the Interim Period, McGurn will not be eligible for employment with the Company or any affiliate of the Company.

For purposes of this Consulting Agreement, “Cause” shall be defined as termination for: (A) dishonesty (including but not limited to any acts of embezzlement or misappropriation of funds, regardless of whether the embezzlement or misappropriation involves funds or assets of the Company or its affiliates (collectively, the Company and its affiliates are referred to herein as the “Company Group”) or a third party), fraud, serious dereliction of fiduciary obligation, conviction of or plea of guilty or *nolo contendere* to a felony charge or any criminal act involving moral turpitude; (B) an intentional, unauthorized disclosure of confidential information belonging to the Company Group, or entrusted to the Company Group by a client, customer, or other third party; (C) reporting to Company offices or providing any services while under the influence of drugs or alcohol (other than prescription medicine or other medically-related drugs to the extent that they are taken in accordance with their directions); (D) a material violation of any Company rule, regulation or policy; (E) any act materially adverse to the interests of the Company Group or reasonably likely to result in harm to the Company Group or to bring the Company Group into disrepute; or (F) a breach of any promise or obligation under this Consulting Agreement, including, without limitation, a refusal to substantially perform services under this Consulting Agreement.

2. **Interim Period Duties:** During the Interim Period, McGurn Advisors shall (through McGurn) provide services for the period beginning on the Effective Date and ending at the end of the Initial Period. Such services shall consist of providing part time CEO services, and providing the Supervisory Board of the Company with strategic advice and direction related to the Company and its subsidiaries, and other services as may be requested by the Supervisory Board of the Company. During the Interim Period, McGurn will be expected to travel as needed (including to the Company's offices in Germany) for performance of the services at the Company's expense.
3. **Interim Period Compensation:** During the Interim Period, McGurn Advisors will be paid the following consulting payments:
  - a. A weekly fee of \$7,700 per week (pro-rated for any partial week and payable in arrears in bi-weekly installments).
4. **McGurn's Representations:** McGurn Advisors and McGurn represent and warrant that McGurn Advisors and McGurn are not obligated under any form of non-competition or non-solicitation agreement which would preclude McGurn Advisors or McGurn from serving in the position indicated above for Sono Group N.V. or performing the services outlined in Exhibit A after the Interim Period.
5. **Independent Contractor Relationship:** Neither McGurn Advisors nor McGurn will be entitled to any of the benefits that the Company may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits. McGurn Advisors is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Consulting Agreement. McGurn Advisors is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Consulting Agreement. No part of McGurn Advisors' compensation will be subject to withholding by the Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will regularly report amounts paid to McGurn Advisors by filing Form 1099 with the Internal Revenue Service as required by law.
6. **Confidentiality:**
  - a. "Confidential Information" means (a) any technical and non-technical information related to the Company Group's business and current, future and proposed products and services of the Company Group, including for example and without limitation, Company Innovations (as defined below), Company Property (as defined below), and the Company Group's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists and information, business forecasts, sales information, marketing plans and business plans, in each case whether or not marked as "confidential" or "proprietary" and (b) any information that the Company Group has received from others that may be made known to McGurn Advisors (including McGurn) and that the Company Group is obligated to treat as confidential or proprietary, whether or not marked as "confidential" or "proprietary".

- b. Except as permitted in this Section, neither McGurn Advisors nor McGurn will (i) use any Confidential Information or (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business or governmental agency or department. McGurn Advisors (including McGurn acting on McGurn Advisors' behalf) may use the Confidential Information solely to perform or provide the services required hereunder for the benefit of the Company. McGurn Advisors and McGurn shall treat all Confidential Information with the same degree of care as McGurn Advisors accords to McGurn Advisors' own confidential information, but in no case shall McGurn Advisors or McGurn use less than reasonable care. McGurn Advisors certifies that each of its employees (including McGurn) will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to McGurn Advisors under this Consulting Agreement. McGurn Advisors must immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. McGurn Advisors and McGurn must assist the Company in remedying any the unauthorized use or disclosure of the Confidential Information. McGurn Advisors and McGurn agree not to communicate any information to Company in violation of the proprietary rights of any third party.
- c. McGurn Advisors' and McGurn's obligations under this Section 6 do not apply to any Confidential Information that McGurn Advisors or McGurn can demonstrate (i) was in the public domain at or subsequent to the time the Confidential Information was communicated to McGurn Advisors by the Company Group through no fault of McGurn Advisors; or (ii) was rightfully in McGurn Advisors' possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to McGurn Advisors (or McGurn on McGurn Advisors' behalf) by the Company Group. A disclosure of any Confidential Information by McGurn Advisors or McGurn (i) in response to a valid order by a court or other governmental body or (ii) as otherwise required by law will not be considered to be a breach of this Consulting Agreement or a waiver of confidentiality for other purposes; provided, however, that McGurn Advisors and/or McGurn, as applicable, provides prompt prior written notice thereof to the Company to enable the Company to seek a protective order or otherwise prevent the disclosure. Additionally, the nondisclosure obligations in this Section do not apply to information that is provided (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law.
- d. Pursuant to the Defend Trade Secrets Act of 2016, McGurn Advisors and McGurn acknowledge that neither McGurn Advisors nor McGurn shall have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if McGurn Advisors or McGurn files a lawsuit for retaliation by the Company for reporting a suspected violation of law, McGurn Advisors or McGurn (as applicable) may disclose the trade secret to McGurn Advisors' or McGurn's (as applicable) attorney and may use the trade secret information in the court proceeding, if McGurn Advisors or McGurn (as applicable): (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order.

## 7. Disclosure and Assignment of Work:

- a. McGurn Advisors agrees to promptly disclose, and maintain adequate and current records of, any and all discoveries, designs, developments, improvements, inventions, works of authorship, information fixed in any tangible medium of expression, trade secrets, know-how, ideas, mask works, trademarks, service marks, trade names and trade dress that McGurn Advisors (including McGurn, on McGurn Advisors' behalf), solely or jointly with others, creates, derives, conceives, develops, makes or reduces to practice in the course of performing the services hereunder (the "Company Innovations"). McGurn Advisors hereby does and will irrevocably assign to the Company all of McGurn Advisors' right, title and interest in and to any and all Company Innovations and all associated records (which records shall be the property of the Company), as well as (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Innovation; and (ii) any and all moral rights (including any rights to claim authorship of, to object to or prevent the modification of, or to withdraw from circulation or control the publication or distribution of any Company Innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty) that McGurn Advisors may have in or with respect to any Company Innovation. McGurn Advisors further acknowledges that all original works of authorship which are made by McGurn Advisors (solely or jointly with others) during the term of this Consulting Agreement and that relate to the Company, and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act, to the maximum extent permissible thereunder.
- b. McGurn Advisors and McGurn agree to perform, during and after the term of this Consulting Agreement, all acts that the Company deems necessary or desirable to permit and assist the Company, at its expense, in obtaining, perfecting and enforcing such rights, title and interest throughout the world (and, to the extent the Company is unable to obtain McGurn Advisors' performance, hereby appoints the Secretary of the Company as her attorney-in-fact to execute documents on McGurn Advisors' and McGurn's behalf for this purpose). To the extent any such rights cannot be assigned by McGurn Advisors to the Company, McGurn Advisors and McGurn hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest. To the extent any such rights, title and interest can neither be assigned nor licensed, McGurn Advisors and McGurn hereby irrevocably waive and agree never to assert the non-assignable and non-licensable rights, title and interest against the Company, any of the Company's successors in interest, or any of the Company's customers.

8. **Ownership and Return of Confidential Information and Company Property:** All Confidential Information and any materials and items (including, without limitation, software, equipment, tools, artwork, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) that the Company Group furnishes to McGurn Advisors (including McGurn acting on McGurn Advisors' behalf), whether delivered to McGurn Advisors or McGurn by the Company Group or made by McGurn Advisors (including McGurn acting on McGurn Advisors' behalf) in the performance of services under this Consulting Agreement and whether or not they contain or disclose Confidential Information (collectively, the "Company Property"), are the sole and exclusive property of the Company Group or the Company Group's suppliers or customers. McGurn Advisors and McGurn agree to keep all Company Property at McGurn Advisors' premises unless otherwise permitted in writing by the Company. Within five (5) days after any request by the Company, McGurn Advisors and McGurn shall destroy or deliver to the Company, at the Company's option, (a) all Company Property and (b) all materials and items in McGurn Advisors' and/or McGurn's possession or control that contain or disclose any Confidential Information. McGurn Advisors and McGurn will provide the Company a written certification of McGurn Advisors' and McGurn's compliance with their obligations under this Section.
9. **Non solicitation of Customers:** During the term of this Consulting Agreement and for a period of one (1) year thereafter, neither McGurn Advisors nor McGurn will, directly or indirectly by assisting others, solicit or attempt to solicit any business from any customer or referral source of the Company with whom McGurn Advisors (including McGurn acting on McGurn Advisors' behalf) had contact in connection with McGurn Advisors' (and McGurn's on McGurn Advisors' behalf) services to the Company for the purpose of offering or providing any services competitive with or directly substitutable for those provided by the Company
10. **Non solicitation of Employees:** During the term of this Consulting Agreement and for a period of one (1) year thereafter, neither McGurn Advisors nor McGurn will, directly or indirectly, solicit, recruit, or induce any employee, consultant, or other independent contractor of the Company to terminate or breach an employment, contractual, or other relationship with the Company.
11. **Indemnification:** McGurn Advisors and McGurn, jointly and severally, will indemnify and hold harmless the Company from and against any and all third party claims, suits, actions, demands and proceedings against the Company and all losses, costs and liabilities related thereto arising out of or related to (a) an allegation that any item, material and other deliverable delivered by McGurn Advisors (or McGurn on McGurn Advisors' behalf) under this Consulting Agreement infringes any intellectual property rights or publicity rights of a third party or (b) any gross negligence by McGurn Advisors or McGurn or any other intentional act or intentional omission of McGurn Advisors or McGurn, including without limitation any breach of this Consulting Agreement.

12. **Observance of Company Rules:** At all times while on the Company's premises, McGurn Advisors and McGurn will observe the Company's rules and regulations with respect to conduct, health, safety, and protection of persons and property.

13. **Miscellaneous:**

- a. This Consulting Agreement supersedes all prior agreements and understandings between the parties and may not be modified or terminated orally. No modification or attempted waiver will be valid unless in writing and signed by the party against whom the same is sought to be enforced; no modification or attempted waiver shall be valid with respect to the company unless the Supervisory Board of the Company approves it.
- b. The provisions of this Consulting Agreement are separate and severable, and if any of them is declared invalid and/or unenforceable by a court of competent jurisdiction or an arbitrator, the remaining provisions shall not be affected.
- c. This Consulting Agreement is the joint product of the Company, McGurn Advisors, and McGurn and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Company, McGurn Advisors, and McGurn and shall not be construed for or against either party hereto.
- d. This Consulting Agreement will be governed by and construed in accordance with the provisions of the law of the State of Florida, without reference to provisions that refer to the law of any other jurisdiction. Each party hereto hereby irrevocably submits itself to the exclusive personal jurisdiction of the federal and state courts sitting in Florida; accordingly, any matters involving the Company, on the one hand, and McGurn Advisors or McGurn, on the other hand, with respect to this Consulting Agreement may be adjudicated only in a federal or state court sitting in the Southern District of New York or New York County, New York.
- e. This Consulting Agreement may be signed in counterparts, and by fax, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

I know that with your efforts, we will build a world-class team to help drive this company.

Sincerely,

Sono Group N.V.

/s/ George O'Leary  
George O'Leary  
Member of the Management Board

/s/ David Dodge  
David Dodge  
Chairman of the Supervisory Board  
on behalf of the Supervisory Board

**Agreed and Accepted:**

/s/ Kevin McGurn  
Kevin McGurn,  
On behalf of himself and McGurn Advisors Consulting

Date: September 9, 2025

**Exhibit A**

**Employment or Service Contract Term Sheet**

The Parties agree that the following material terms shall govern Kevin McGurn’s (“McGurn”) services with Sono Group N.V. from September 9, 2025, onwards, provided that McGurn is elected as Managing Director at the Company’s next Extraordinary General Meeting, pursuant to the terms set forth in the Consulting Agreement to which this Exhibit A is attached. These terms are subject to being memorialized in an Employment Agreement to be negotiated between McGurn and the Company’s Supervisory Board. It is understood between the parties that McGurn, as Managing Director, will not enter into an employment contract with the Company within the meaning of Dutch law. Rather, it will be a service contract or consultancy agreement. The term employment contract is left in the document for reasons of readability only; the specific form will be in accordance with the applicable law:

<b><u>Subject Matter</u></b>	<b><u>Agreed Term</u></b>
<b>Position:</b>	Chief Executive Officer (“CEO”) of the Company.
<b>Duties:</b>	As CEO of the Company and sole member of the Management Board, McGurn will report to the Supervisory Board of Sono Group N.V. and will be responsible for all the administrative, financial, and management operations of Sono Group N.V. and its subsidiaries, to include the development of an operational, sales and financial strategy, metrics tied to these strategies, and the ongoing development designed to preserve company assets and report accurate financial results in addition to all duties as may be assigned to McGurn by the Supervisory Board.  During the Employment Period, McGurn will be expected to travel as needed (including to the Company’s offices in Germany) for performance of McGurn’s duties at the Company’s expense.

<b>Term; Termination:</b>	<p>The Employment Agreement shall be for an initial term retroactive to September 9, 2025, until the end of his elected term as Managing Director of Sono Group N.V., which may be extended by mutual agreement of the Parties (such Initial Term and all extensions thereafter, the “Employment Period”).</p> <p>Any termination by either party (other than a termination by the Company for Cause (as defined below) or termination as a result of McGurn’s death or permanent disability) requires a 90-day notice period. For purposes of clarity, McGurn’s employment may be terminated by the Company at any time for Cause, effective immediately upon such notice being provided by the Company.</p> <p>If the Company terminates McGurn’s employment without Cause during the Initial Term, the Company shall provide severance payments to McGurn equivalent to the salary and 100% of the cash bonus that McGurn would have received for the remainder of the Initial Term, regardless a minimum of three (3) months of salary as severance, if termination without cause occurs after month nine (subject to execution and non-revocation of a separation agreement and release in form and substance acceptable to the Company and continued compliance with all post-termination obligations to the Company). If the Company terminates McGurn without Cause during any extension period, then the Company agrees that it shall provide severance payments to McGurn that are equivalent to the salary that McGurn would have received for a period of three (3) months (subject to execution and non-revocation of a separation agreement and release in form and substance acceptable to the Company and continued compliance with all post-termination obligations to the Company).</p> <p>“Cause” shall be defined as termination for: (A) dishonesty (including but not limited to any acts of embezzlement or misappropriation of funds, regardless of whether the embezzlement or misappropriation involves funds or assets of the Company Group or a third party), fraud, serious dereliction of fiduciary obligation, conviction of or plea of guilty or <i>nolo contendere</i> to a felony charge or any criminal act involving moral turpitude. (B) an intentional, unauthorized disclosure of confidential information belonging to the Company Group, or entrusted to the Company Group by a client, customer, or other third party; (C) reporting to work or a work-related function under the influence of drugs or alcohol (other than prescription medicine or other medically-related drugs to the extent that they are taken in accordance with their directions) during the performance of McGurn’s duties under the Employment Agreement; (D) a material violation of any Company rule, regulation or policy; (E) any act materially adverse to the interests of the Company Group or reasonably likely to result in harm to the Company Group or to bring the Company Group into disrepute; or (F) a breach of any promise or obligation under the Employment Agreement, including, without limitation, a refusal to substantially perform McGurn’s duties under the Employment Agreement, except in the event that McGurn becomes permanently disabled.</p>
<b>Base Compensation:</b>	<p>During the Employment Period, McGurn’s base salary will be \$400,000 per year, paid biweekly and pro-rated for any partial year of employment. The parties agree that this compensation is for a full-time position. Thereafter, increases in base compensation may occur annually with the approval of the Compensation Committee of the Supervisory Board.</p>
<b>Bonus:</b>	<p>In fiscal year ending December 31, 2025, McGurn will be eligible to receive an incentive bonus payment of which will be targeted at 25% of McGurn’s base salary or \$100,000 paid by January 31, 2026 based upon achievement of goals as agreed upon and approved on or before the next Extraordinary General Meeting by the Supervisory Board and conditioned on McGurn’s continued employment with the Company through the applicable payment date (except to the extent McGurn’s employment has been terminated by the Company without Cause) and which shall not be considered earned until actually paid. McGurn’s bonus for the fiscal year ending December 31, 2025, shall be pro-rated for the partial year of employment.</p>

<b>Paid Time Off:</b>	McGurn will be eligible for six (6) weeks (240 hours) of paid time off (PTO)/year, which will accrue on a pro-rata basis beginning from McGurn's start date and may carry over from year to year. In addition to paid time off, McGurn will receive all paid German holidays.
<b>Benefits:</b>	During the Employment Period, McGurn shall be eligible to receive benefits, including healthcare coverage, available to employees of the Company. From any period from the start date until the Company establishes a US healthcare benefit plan, the Company will provide McGurn with a taxable monthly stipend payment in the gross amount of \$3,500 per month.
<b>Withholdings:</b>	All payments made to McGurn under the Employment Agreement shall be subject to applicable US withholdings and deductions.
<b>Covenants:</b>	<p>The Employment Agreement shall include covenants to which McGurn shall be obligated, including confidentiality and non-disclosure, customer non-solicitation (which shall apply during employment and for a one year period thereafter (together, the "Restricted Period)), employee non-solicitation (which shall apply during the Restricted Period), non-disparagement, and intellectual property and assignment of inventions.</p> <p>The parties agree that the choice of law for the contract described in this term sheet is still open. However, the parties are leaning towards a Dutch or German contract, provided that this is unproblematically compatible with a place of work in the USA for McGurn.</p>

## **Sono Group N.V. Announces CEO Transition; Supervisory Board Nominates Kevin McGurn as Chief Executive Officer**

**After steering Sono from automotive roots to solar tech and the uplisting to the Nasdaq Capital Market, George O’Leary passes the baton; Kevin McGurn nominated to accelerate commercialization and partnerships**

Munich, Sept. 09, 2025 (GLOBE NEWSWIRE) -- Sono Group N.V. (Nasdaq: SSM) (hereafter referred to as “Sono” or the “Company”, parent company to Sono Motors GmbH, hereafter referred to as “SonoSolar” or “Subsidiary”), the solar technology company after its uplisting to Nasdaq, today announced that George G. O’Leary has voluntarily provided his notice of resignation as Chief Executive Officer, effective September 9, 2025, and will support an orderly transition through December 31, 2025. Mr. O’Leary’s resignation notice is not due to any disagreement with the Company on any matter related to operations, policies, or practices.

The Company’s Supervisory Board has nominated Kevin McGurn to serve as Chief Executive Officer, effective September 9, 2025.

Under Mr. O’Leary’s leadership, Sono executed a pivotal transformation, steering the Company from its automotive roots to a focused solar technology company advancing innovative solar mobility integration, while delivering a financial turnaround, achieving admittance to quotation on OTCQB (ticker SEVCF), and transitioning to domestic filer status including the filing of the Company’s annual report for the fiscal year 2024 on Form 10-K and its uplisting to the Nasdaq Capital Market (ticker SSM). These milestones strengthened Sono’s market position for the next phase of significant growth.

“On behalf of the Supervisory Board, I want to thank George for his steady, future-oriented leadership through a transformative period for Sono,” said David Dodge, Chair of the Supervisory Board. “He guided the Company’s evolution into a solar technology business, strengthened financial discipline, and positioned Sono to scale with its recent uplisting to Nasdaq. We are delighted to nominate Kevin McGurn as CEO. Kevin’s record of building high-performance teams, forging strategic partnerships, and commercializing at scale makes him the right leader for Sono’s next chapter.”

“It has been great providing leadership to Sono since January 2024,” said George G. O’Leary. “I’m proud of what the team accomplished: focusing the Company on solar technology, improving our financial profile, and getting the company to the Nasdaq Capital Market. I have full confidence in Kevin and the team to carry the momentum forward and create significant new growth opportunities for the Company.”

“It’s a privilege to lead Sono at such an exciting stage in its journey,” said Kevin McGurn. “We are committed to harnessing innovation, expanding into new opportunities, and unlocking meaningful growth for the company and our shareholders as we prepare to take the company to the next level, now that we have uplisted to Nasdaq.”

Mr. McGurn is a veteran revenue and transformation executive with more than two decades leading growth across technology and media platforms, including senior leadership roles at T-Mobile (VP, Head of Sales, Marketing & Distribution), Vevo (President, Sales & Distribution / Chief Sales Officer), and Hulu (SVP, Advertising Sales). His background spans building new businesses, scaling distribution, and structuring data-driven partnerships across a range of industries.

As Sono enters its next phase, the Company’s priorities remain: deliver for customers, operate with rigor, and create long-term shareholder value. Stay informed by visiting the Investor Relations website and following our official social media accounts for news, filings, and company updates.

END

### **ABOUT SONO GROUP N.V.**

Sono Group N.V. (Nasdaq: SSM) and its wholly owned subsidiary Sono Motors GmbH, operating under the brand name SonoSolar, are on a pioneering mission to accelerate the revolution of mobility by making every commercial vehicle solar. Our disruptive solar technology has been developed to enable seamless integration into all types of commercial vehicles to reduce the impact of CO2 emissions and pave the way for climate-friendly mobility. For more information about Sono Group N.V., Sono Motors, and their solar solutions, visit [sonogroupnv.com](http://sonogroupnv.com) and [sonomotors.com](http://sonomotors.com). Follow us on social media: LinkedIn, Facebook, BlueSky, Truth Social, and X.

### **FORWARD-LOOKING STATEMENTS**

This press release may contain forward-looking statements. The words "expect", "anticipate", "intend", "plan", "estimate", "aim", "forecast", "project", "target", "will" and similar expressions (or their negative) identify certain of these forward-looking statements. These forward-looking statements are statements regarding the intentions, beliefs, or current expectations of the Company and its subsidiary Sono Motors GmbH (together, the “companies”). Forward-looking statements involve inherent known and unknown risks, uncertainties and contingencies because they relate to events and depend on circumstances that may

or may not occur in the future and could cause the companies' actual results, performance or achievements to differ materially from those expressed or implied by such forward-looking statements. These risks, uncertainties and assumptions include, but are not limited to, risks, uncertainties and assumptions with respect to: the Company's ability to satisfy the conditions precedent set forth in its recent securities purchase agreement ("Securities Purchase Agreement") and exchange agreement ("Exchange Agreement") entered into with YA II PN, Ltd. ("Yorkville"); the timing of closing the transactions contemplated by the Securities Purchase Agreement and the Exchange Agreement; the impact of the transactions contemplated by the Exchange Agreement and Securities Purchase Agreement on the Company's operating results; our ability to maintain relationships with creditors, suppliers, service providers, customers, employees and other third parties in light of the performance and credit risks associated with our constrained liquidity position and capital structure; our ability to comply with Nasdaq continuing standards; our ability to achieve our stated goals; our strategies, plan, objectives and goals, including, among others, the successful implementation and management of the pivot of our business to exclusively retrofitting and integrating our solar technology onto third party vehicles; our ability to raise the additional funding required beyond the investment from Yorkville to further develop and commercialize our solar technology and business as well as to continue as a going concern. For additional information concerning some of the risks, uncertainties and assumptions that could affect our forward-looking statements, please refer to our filings with the U.S. Securities and Exchange Commission ("SEC"), including our Annual Report on Form 20-F for the year ended December 31, 2023, which are accessible on the SEC's website at [www.sec.gov](http://www.sec.gov) and on our website at [ir.sonomotors.com](http://ir.sonomotors.com). Many of these risks and uncertainties relate to factors that are beyond our ability to control or estimate precisely, such as the actions of courts, regulatory authorities and other factors. Readers should therefore not place undue reliance on these statements, particularly not in connection with any contract or investment decision. Except as required by law, the Company assumes no obligation to update any such forward-looking statements.

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