
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): March 7, 2025

Sono Group N.V.

(Exact name of registrant as specified in its charter)

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

001-41066
(Commission
File Number)

98-1828632
(I.R.S. Employer
Identification Number)

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

80935
(Zip Code)

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

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
Not Applicable	Not Applicable	Not Applicable

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 disclosed, on December 30, 2024, Sono Group N.V. (the “Company”) entered into (i) a securities purchase agreement (as amended, the “Securities Purchase Agreement”) with YA II PN, Ltd. (“Yorkville”), pursuant to which the Company agreed, subject to certain conditions and limitations, to sell and issue to Yorkville a new convertible debenture, (ii) an exchange agreement (as amended, the “Exchange Agreement”) with Yorkville, pursuant to which the Company agreed, subject to the satisfaction of certain conditions and limitations, to issue shares of preferred stock of the Company to Yorkville in exchange for the surrender and cancellation of all of the debentures held by Yorkville, and (iii) an omnibus amendment to transaction documents (the “Omnibus Amendment”) with Yorkville, pursuant to which the Company and Yorkville agreed to modify certain terms of the Securities Purchase Agreement.

On March 7, 2025, the Company and Yorkville entered into a second omnibus amendment to transaction documents (the “Second Omnibus Amendment”), pursuant to which the Company agreed to amend the definition of “Floor Price” in the Exchange Agreement to mean a price per ordinary share of the Company equal to (a) \$4.00, which will be in effect during the period (the “Initial Floor Price Period”) commencing on the closing date of the transactions contemplated by the Exchange Agreement and ending on the day that is six months from the date the Company’s ordinary shares are relisted on the Nasdaq Capital Market and (b) \$1.00, which will be in effect following the Initial Floor Price Period. The parties also agreed to extend the termination date with respect to the obligations of Yorkville under each of the Exchange Agreement and Securities Purchase Agreement from January 15, 2025 to April 15, 2025 and from February 28, 2025 to April 15, 2025, respectively.

The foregoing description of the Second Omnibus Amendment does not purport to be complete and is qualified in its entirety by the terms of the Second Omnibus Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d)
Exhibits. The following exhibits are filed with this Form 8-K:

Exhibit No.	Description of Exhibits
10.1	Second Omnibus Amendment to Transaction Documents
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Dated: March 7, 2025

Sono Group N.V.

By: /s/ George O'Leary
Name: George O'Leary
Title: Managing Director

SECOND OMNIBUS AMENDMENT TO TRANSACTION DOCUMENTS

This Omnibus Amendment to Transaction Documents (this “Amendment”) is entered into as of March 7, 2025 by and between Sono Group N.V., a Dutch public limited liability company (the “Company”) and YA II PN, LTD., a Cayman Islands exempt limited partnership (the “Investor”), with reference to (1) the Exchange Agreement entered into on December 30, 2024 between the Company to the Investor (“Exchange Agreement”) and (2) the Securities Purchase Agreement entered into on December 30, 2024,, as amended on February 12, 2025, between the Company and the Investor (the “Securities Purchase Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to them in the Exchange Agreement.

WHEREAS, pursuant to the Exchange Agreement, the Effective Conversion Price (as defined therein) is subject to a floor price equal to 20% of the closing price of the Ordinary Shares immediately prior to the date of the Exchange Agreement.

WHEREAS, in connection with the Company’s efforts to satisfy all the applicable requirements for the listing of its Ordinary Shares on the Nasdaq Capital Market (“Nasdaq”), the Company has requested modification to the floor price as used in the Exchange Agreement, and pursuant to the terms and conditions of this Amendment, the Investor agrees to such modifications.

By this Amendment, the Company and Lender have agreed to the following terms:

1. Modifications to the Exchange Agreement.

- a. The term “Floor Price” as defined in Section 4(h) of the Exchange Agreement shall hereafter be modified to mean a price per Ordinary Share equal to (i) \$4.00, from the Closing Date until the end of the day that is 6 months from the date of the Company’s relisting of its Ordinary Shares on the Nasdaq Capital Market, and (ii) \$1.00 thereafter.
- b. The Investor agrees that the termination date with respect to the obligations of the Investor under the Exchange Agreement set forth in Section 6 thereof shall be extended from January 15, 2025, to April 15, 2025.

2. Modifications to the Securities Purchase Agreement. The Investor agrees that the termination date with respect to the obligations of the Investor under the Securities Purchase Agreement set forth in Section 8 thereof shall be extended from February 28, 2025, to April 15, 2025.

3. Effect; Continuing Validity. The Securities Purchase Agreement and the Exchange Agreement are amended to the extent necessary to give effect to this Amendment, and the terms of this Amendment shall supersede any contrary terms. Except as specifically set forth herein, the terms and conditions of the Securities Purchase Agreement and the Exchange Agreement shall remain unmodified and are hereby ratified by the parties. This Agreement in no way acts as a release or relinquishment of, and in no way affects, the liens, security interests and rights created by or arising under the Securities Purchase Agreement and the Exchange Agreement.

4. This Agreement One of the Transaction Documents. From and after the date hereof, this Agreement is and shall be deemed a “Transaction Document” as used in the Securities Purchase Agreement and the Exchange Agreement.

5. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or electronically shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Company and Investor have caused this Second Omnibus Amendment to Transaction Documents to be duly executed by a duly authorized officer as of the date first written above.

COMPANY:
SONO GROUP N.V.

By: /s/ George O'Leary
Name: George O'Leary
Title: Chief Executive Officer and Managing Director

**INVESTOR:
YA II PN, LTD.**

By: Yorkville Advisors Global, LP
Its: Investment Manger

By: Yorkville Advisors Global II, LLC
Its: General Partner

By: /s/ Michael Roselli
Name: Michael Rosselli
Title: Partner