

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) September 27, 2023

**Ondas Holdings Inc.**  
(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction  
of incorporation)

**001-39761**  
(Commission File Number)

**47-2615102**  
(IRS Employer  
Identification No.)

**411 Waverley Oaks Road, Suite 114, Waltham, MA 02452**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code **(888) 350-9994**

**N/A**  
(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	Name of each exchange on which registered
Common Stock par value \$0.0001	ONDS	The Nasdaq Stock Market LLC, Tel Aviv Stock Exchange

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 checkmark 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.**

As previously reported on Ondas Holding Inc.'s (the "Company") Current Report on Form 8-K, filed with the Securities and Exchange Commission on September 22, 2023, (A) on September 18, 2023, the Company appointed Yishay Curelaru as the Company's Chief Financial Officer, Treasurer and Secretary, effective September 19, 2023, and (B) on September 19, 2023, the Compensation Committee of the Board of Directors of the Company approved (i) an increase to Mr. Curelaru's annual base salary to NIS 720,000 (approximately \$188,981 USD) from NIS 660,000 (approximately \$173,210 USD), effective September 19, 2023, (ii) Mr. Curelaru's limit on the education fund from NIS 16,000 per month (approximately \$4,198 USD) to Mr. Curelaru's gross salary amount, and (iii) Mr. Curelaru's severance compensation to six months' salary.

On September 27, 2023, Airobotics Ltd., a wholly owned subsidiary of the Company, entered into an Amendment to Employment Agreement, effective September 19, 2023, with Mr. Curelaru (the "Amendment"), to memorialize the material terms previously approved by the Compensation Committee on September 19, 2023.

The foregoing summary of the terms of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is included as Exhibit 10.1 to this report, and incorporated herein by reference.

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

(d) Exhibits

Exhibit No.	Description
10.1+	<a href="#">Amendment to Employment Agreement, dated September 27, 2023.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

+ Management contract or compensatory plan or arrangement.

**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.

Date: September 29, 2023

ONDAS HOLDINGS INC.

By: /s/ Eric A. Brock  
Eric A. Brock  
Chief Executive Officer

**AMENDMENT TO EMPLOYMENT AGREEMENT**

This Amendment to Employment Agreement (the “**Amendment**”) is made and entered into this 19 day of September 2023 (the “**Amendment Effective Date**”), by and among Airobotics Ltd., an Israeli corporation (the “**Company**”) and Yishay Curelaru (the “**Employee**”) (Company and the Employee shall each be referred hereto as a “**Party**”, and collectively, as the “**Parties**”).

**WHEREAS**, on June 7<sup>st</sup> 2018, the Parties entered into an employment agreement (the “**Original Agreement**”);

**WHEREAS**, the Parties wish to amend certain terms and provisions in the Original Agreement as detailed below; **NOW, THEREFORE**, the Parties hereby agree as follows:

- It is hereby agreed that effective as of the date hereof, the following terms and provision shall apply to the relations between the Company and Employee, replacing, supplementing and changing the existing terms set forth in the Original Agreement, as detailed below:

1.1 Section 3,5,10 of Exhibit A of the Original Agreement shall be deleted in their entirety from the Original Agreement and replaced with the following, in addition section number 16 will be added to the table of Exhibit A of the Original Agreement as followed:

3.	Position:	Chief Financial Officer, Treasurer and Secretary of Ondas Holdings Inc & Chief Financial Officer of Airobotics LTD.
5.	Monthly Salary	NIS 60,000 (gross)
10.	Keren Hishtalmut (Education Fund)	Company Contribution- 7.5% of the entire Monthly Salary, Employee Contribution- 2.5% of the entire Monthly Salary
16.	Severance compensation	Six months' salary

1.2 Severance Compensation - Notwithstanding the original agreement, if (i) Employee is terminated by the Company without Cause, (ii) Executive terminates Employee's employment due to Constructive Termination, or (iii) Employee's employment terminates as a result of his Disability, the Company will provide Employee the following compensation:

(a) The Company will pay the Employee's continued Base Salary and Plan Benefits monthly for a period of six (6) months, following the date of termination. If Employee is eligible to receive disability payments pursuant to a disability insurance policy paid for by the Company, Employee shall assign such benefits to the Company for all periods as to which Employee is receiving payment under this Letter Agreement.

(b) The provision of the foregoing severance is conditioned upon Executive's continued compliance with the terms of this Letter Agreement and Executive executing, delivering to the Company and not revoking a signed general release and non-disparagement agreement (the “**Waiver and Release of Claims**”) in the form attached hereto as **Exhibit A**) within sixty (60) days following his termination of employment. Notwithstanding anything to the contrary in this Letter Agreement, if the above sixty (60) day release period straddles two (2) calendar years, no severance benefits shall be paid to the Executive until the second calendar year (with any missed severance payments being paid to the Executive on the first payroll date occurring in the second calendar year).

- Except as specifically modified in this Amendment, the provisions, terms, conditions and definitions in the Original Agreement shall remain in full force and effect and shall apply to this Amendment *mutatis mutandis*.
- This Amendment shall be deemed an integral part of the Original Agreement. In any event of inconsistency between the terms of the Original Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.
- This Amendment shall be governed by and construed under the laws of the State of Israel, without regard to the conflicts of law principles of such State. The Parties irrevocably submit to the exclusive jurisdiction of the Courts of the district of Tel Aviv-Jaffa in respect of any dispute or matter arising out of or connected with this Amendment.
- This Amendment and the Original Agreement constitute the full and entire understanding and agreement between the Parties regarding the subject matters hereof and thereof.

**IN WITNESS WHEREOF**, the parties have executed this amendment.

**Airobotics Ltd.**

Signature: /s/ Meir Kliner  
Name: Meir Kliner  
Title: CEO

**Yishay Curelaru**

Signature: /s/ Yishay Curelaru  
Name: Yishay Curelaru  
Date: 9/27/2023

**Ondas Holding Inc.**

Signature: /s/ Eric Brock  
Name: Eric Brock  
Title: CEO