

**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 30, 2024**

**WISA TECHNOLOGIES, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of Incorporation)

**001-38608**  
(Commission  
File Number)

**30-1135279**  
(IRS Employer  
Identification Number)

**15268 NW Greenbrier Pkwy**  
**Beaverton, OR**  
(Address of registrant's principal executive office)

**97006**  
(Zip code)

**(408) 627-4716**  
(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 (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:

<b>Title of each class</b>	<b>Trading symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, par value \$0.0001 per share	WISA	The 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 or Rule 12b-2 of the Securities Exchange Act of 1934.

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.**

*Amendment to Asset Purchase Agreement*

As previously disclosed, on December 19, 2024, WiSA Technologies, Inc. (the "Company") entered into an asset purchase agreement (the "Asset Purchase Agreement") with CompuSystems, Inc., a Texas corporation ("CSI"), pursuant to which the Company has agreed to purchase, assume and accept from CSI all of the rights, title and interests in, to and under the assets and interests used in the Acquired Business (as defined in the Asset Purchase Agreement), and products and services solely to the extent they utilize the Transferred Assets (as defined in the Asset Purchase Agreement), including CSI's customer contracts, trademarks, and other intellectual property.

On December 30, 2024, the Company and CSI entered into amendment to the Asset Purchase Agreement (the "Asset Purchase Agreement Amendment"). Pursuant to the Asset Purchase Agreement Amendment, the parties agreed to amend the definition of Breakup Fee to mean an amount in cash equal to \$1,000,000, paid into the Escrow Account (as defined in the Asset Purchase Agreement) by January 10, 2025.

Pursuant to the Asset Purchase Agreement Amendment, the parties also agreed to amend Section 6.21 of the Asset Purchase Agreement to allow the Company to cause the majority of the stockholders of the Company to execute the Voting Agreement (as defined in the Asset Purchase Agreement) by January 10, 2025.

Except as stated above, the Asset Purchase Agreement Amendment does not make any other substantive changes to the Asset Purchase Agreement.

A copy of the Asset Purchase Agreement Amendment is filed with this Current Report on Form 8-K ("Form 8-K") as Exhibit 2.1 and is incorporated herein by reference, and the foregoing description of the Asset Purchase Agreement Amendment is qualified in its entirety by reference thereto.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit**

<b>No.</b>	<b>Description</b>
<a href="#">2.1</a>	<a href="#">Amendment to the Asset Purchase Agreement.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**Additional Information and Where to Find It**

THIS FORM 8-K IS ONLY A BRIEF DESCRIPTION OF THE TRANSACTION. IT IS NOT A REQUEST FOR OR SOLICITATION OF A PROXY OR AN OFFER TO ACQUIRE OR SELL ANY SHARES OF COMMON STOCK. THE COMPANY INTENDS TO FILE A PROXY STATEMENT AND OTHER REQUIRED MATERIALS WITH THE SEC CONCERNING THE TRANSACTION. A COPY OF ALL FINAL PROXY MATERIALS WILL BE SENT TO STOCKHOLDERS PRIOR TO THE 2025 ANNUAL MEETING OF STOCKHOLDERS AT WHICH THE COMPANY'S STOCKHOLDERS WILL BE ASKED TO VOTE ON THE PROPOSALS DESCRIBED IN THE MATERIALS PROVIDED BY THE COMPANY. THE COMPANY URGES ALL STOCKHOLDERS TO READ THE PROXY STATEMENT WHEN IT BECOMES AVAILABLE, AS WELL AS ALL OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, BECAUSE THOSE DOCUMENTS WILL INCLUDE IMPORTANT INFORMATION. A FREE COPY OF ALL MATERIALS THE COMPANY FILES WITH THE SEC AND PROXY STATEMENT, WILL BE AVAILABLE AT NO COST ON THE SEC'S WEBSITE AT WWW.SEC.GOV. WHEN THOSE DOCUMENTS BECOME AVAILABLE, THE PROXY STATEMENT AND OTHER DOCUMENTS FILED BY THE COMPANY MAY ALSO BE OBTAINED WITHOUT CHARGE BY DIRECTING A REQUEST TO WISA TECHNOLOGIES, INC. , 15268 NW GREENBRIER PKWY, BEAVERTON, OR 97006, ATTENTION: SECRETARY.

The Company and its directors and executive officers may be deemed to be participants in the solicitation of proxies in connection with the transactions set forth herein. Information concerning such participants will be set forth in the proxy statement for the Company's 2025 Annual Meeting of Stockholders, which will be filed with the SEC on Schedule 14A. To the extent that holdings of the Company's securities change since the amounts printed in the Company's proxy statement, such changes will be reflected on Statements of Change in Ownership on Form 4 or other filings filed with the SEC. Additional information regarding the interests of such participants in the solicitation of proxies in connection with the transactions set forth herein will be included in the proxy statement.

This Form 8-K shall not constitute a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed transactions described herein. This Form 8-K shall not constitute an offer to sell, or the solicitation of an offer to buy, nor will there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such state or jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act, or an exemption therefrom.

**Cautionary Note Regarding Forward-Looking Statements**

This report contains certain forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, without limitation, the Company's expectations with respect to the proposed asset purchase, including statements regarding the benefits of the transaction, the anticipated timing of the transaction, the implied valuation of CSI, the products offered by CSI and the markets in which CSI operates, and the Company's projected future results. Words such as "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would," "will be," "will continue," "will likely result," and similar expressions are intended to identify such forward-looking statements. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside of the Company's control and are difficult to predict. Factors that may cause actual future events to differ materially from the expected results, include, but are not limited to: (i) the risk that the transaction may not be completed in a timely manner or at all, which may adversely affect the price of the Company's securities, (ii) the failure to satisfy the conditions to the consummation of the transaction, including the adoption of the Asset Purchase Agreement by the stockholders of the Company, (iii) the occurrence of any event, change or other circumstance that could give rise to the termination of the Asset Purchase Agreement, (iv) the effect of the announcement or pendency of the transaction on the Company's business relationships, performance, and business generally, (v) the inability to recognize the anticipated benefits of the transaction, which may be affected by, among other things, competition and the ability of the post-combination company to grow and manage growth profitability and retain its key employees, (vi) costs related to the asset purchase, (vii) the outcome of any legal proceedings that may be instituted against the Company or CSI following the announcement of the proposed asset purchase, (viii) the ability to implement business plans, forecasts, and other expectations after the completion of the proposed asset purchase, and identify and realize additional opportunities, (ix) the risk of downturns and the possibility of rapid change in the highly competitive industries in which the Company and CSI operate, (x) the risk that any adverse changes in CSI's relationships with buyer, sellers and distribution partners may adversely affect the predicted business, financial condition and results of operations, (xi) the risk that periods of rapid growth and expansion could place a significant strain on the Company's resources, including its employee base, which could negatively impact the Company's operating results, (xii) the risk that the Company may need to raise additional capital to execute its business plan, which many not be available on acceptable terms or at all, (xiii) the risk that third-parties suppliers and manufacturers are not able to fully and timely meet their obligations, and (xiv) the risk that the Company is unable to secure or protect its intellectual property. There may be additional risks that the Company presently do not know or that the Company currently believes are immaterial that could also cause results to differ from those contained in any forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and the Company assumes no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise.

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**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: January 6, 2025

**WISA TECHNOLOGIES, INC.**

By: /s/ Brett Moyer  
Name: Brett Moyer  
Title: Chief Executive Officer

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**AMENDMENT TO  
ASSET PURCHASE AGREEMENT**

This Amendment to Asset Purchase Agreement (this "Amendment") is made and entered into as of December 30, 2024, by and between WiSA Technologies, Inc., a Delaware corporation (together with its successors, "Purchaser"), and CompuSystems, Inc., an Illinois corporation ("Seller"). Capitalized terms used herein without definition shall have the same definition ascribed thereto in the Purchase Agreement (as defined below).

**WHEREAS**, the Asset Purchase Agreement was made and entered into as of December 19, 2024, by and among Purchaser and Seller (the "Purchase Agreement"), pursuant to which the Company has agreed to purchase, assume and accept from Seller all of the rights, title and interests in, to and under the assets and interests used in the Acquired Business, and products and services solely to the extent they utilize the Transferred Assets, including Seller's customer contracts, trademarks, and other intellectual property;

**WHEREAS**, Section 11.8 of the Purchase Agreement provides that the Purchase Agreement may be amended, supplemented or otherwise modified by a written instrument executed by both Seller and Purchaser; and

**WHEREAS**, Purchaser and Seller desire to amend the Purchase Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Amendment to "Breakup Fee" Definition. The definition of "Breakup Fee" shall be amended in its entirety to read as follows:

"Breakup Fee" shall mean an amount in cash equal to \$1,000,000, paid into the Escrow Account by January 10, 2025

2. Amendment to Section 6.21. Section 6.21 of the Purchase Agreement shall be amended in its entirety to read as follows:

Purchaser shall use commercially reasonable efforts to cause the majority of the stockholders of Purchaser to execute the Voting Agreement by January 10, 2025.

3. No Other Modification. Except as specifically amended by the terms of this Amendment, all terms and conditions set forth in the Purchase Agreement shall remain in full force and effect, as applicable.

4. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any rule or principle that might refer the governance or construction of this Amendment to the Laws of another jurisdiction.

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5. Entire Agreement. This Amendment contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained therein and may not be contradicted by evidence of any alleged oral agreement.

6. Further Assurances. Each party to this Amendment agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Amendment.

7. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile, .pdf and other electronic execution and delivery of this consent is legal, valid and binding for all purposes.

8. Headings. The descriptive headings of the various provisions of this Amendment are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to be effective for all purposes as of the date first above written.

**WISA TECHNOLOGIES, INC.**

By: /s/ Brett Moyer  
Name: Brett Moyer  
Title: Chief Executive Officer

**COMPUSYSTEMS, INC.**

By: /s/ Mark LoGiurato  
Name: Mark LoGiurato  
Title: Chief Executive Officer

*[Signature Page to Amendment to Asset Purchase Agreement]*

