

**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 1, 2023**

**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)

**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 (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 (§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 reported, on each of March 27, 2023 and April 7, 2023, WiSA Technologies, Inc., a Delaware corporation (the "Company") entered into a securities purchase agreement with various purchasers (collectively, the "Purchasers"), pursuant to which the Company agreed to sell to the Purchasers, and the Purchasers agreed to purchase from the Company, securities of the Company in a registered direct offering and concurrent private placement (such agreements, each, a "Securities Purchase Agreement"). Pursuant to each Securities Purchase Agreement, for a period of six months from the closing date of the relevant offering, the Company agreed not to issue certain securities if the issuance would constitute a Variable Rate Transaction (as such term is defined in each Securities Purchase Agreement).

On September 1, 2023, the Company entered into a waiver agreement (the "Waiver Agreement") with the Purchasers, whereby the Purchasers agreed to waive the prohibition on Variable Rate Transactions set forth in each Securities Purchase Agreement. In consideration therefor, the Company granted to the Purchasers the right to participate in any subsequent financings of the Company occurring on or prior to September 1, 2024, up to an amount equal to 90%, in aggregate, of the total dollar value raised in any such financing, on the same terms and conditions provided to other investors.

The foregoing description does not purport to be a complete description of the Waiver Agreement, and is qualified in its entirety by reference to the full text of such Waiver Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein in its entirety by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

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<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Form of Waiver Agreement</a>
104	Cover Page Interactive Data File. (Embedded within the Inline XBRL document)

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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: September 1, 2023

**WISA TECHNOLOGIES, INC.**

By: /s/ Brett Moyer

Name: Brett Moyer

Title: Chief Executive Officer

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September 1, 2023

WiSA Technologies, Inc.  
15268 NW Greenbrier Pkwy  
Beaverton, OR 97006  
Attn.: Brett Moyer, CEO

Re: Securities Purchase Agreements by and between WiSA Technologies, Inc. (the “Company”) and [●] (each, a “Purchaser” and collectively, the “Purchasers”), dated March 27, 2023, and April 7, 2023 (together, the “SPAs”) – Waiver and Release

To WiSA Technologies, Inc.:

Reference is made to Section 4.11(b) of the SPAs (the “Variable Rate Sections”). The Purchasers hereby waive any and all rights, and release the Company from any obligation and/or prohibition, under the Variable Rate Sections (the “Waiver”).

In consideration for the Purchasers granting the Waiver to the Company, the Company hereby agrees that from the date hereof until September 1, 2024, upon any issuance by the Company or any of its subsidiaries of Common Stock or Common Stock Equivalents for cash consideration, Indebtedness or a combination of units thereof (a “Subsequent Financing”), the Purchasers, collectively, shall have the right to participate in the Subsequent Financing up to an amount equal to 90% of the aggregate dollar value raised in such Subsequent Financing (the “Participation Maximum”) on the same terms, conditions and price provided to other investors in the Subsequent Financing (the “Participation Right”). The Participation Right shall be allocated among the Purchasers pro rata based on each Purchaser’s aggregate subscription amount under the SPAs relative to the total subscription amount in aggregate invested by all Purchasers under the SPAs. To the extent any Purchaser elects not to participate in such Subsequent Financing, the participating Purchasers may elect to participate in excess of their pro rata portion of the Participation Right up to the Participation Maximum, pro rata among such participating Purchasers as set forth above.

Notwithstanding anything herein to the contrary, the Participation Right may be reduced by the Company with respect to any Subsequent Financing to the extent, and only to the extent, necessary to comply with the rules and regulations of the Trading Market in respect of such Subsequent Financing (based on the determination of counsel to the Company). The Company also agrees to comply with the notice provisions provided for in Exhibit A annexed hereto.

Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the SPAs.

*[Signature Pages Follow]*

Very truly yours,

[●]  
By: \_\_\_\_\_  
Name:  
Title:

[●]  
By: \_\_\_\_\_  
Name:  
Title:

[●]  
Name:  
Title:

[●]  
Name:  
Title:

Acknowledged and agreed to by:

**WISA TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: Brett Moyer  
Title: Chief Executive Officer

- (1) No later than four (4) hours prior to the expected time of pricing of the Subsequent Offering, the Company shall deliver to each Purchaser a written notice of the Company's intention to effect a Subsequent Financing (a "Subsequent Financing Notice"), which notice shall describe in reasonable detail the proposed terms of such Subsequent Financing, the amount of proceeds intended to be raised thereunder and the Person or Persons through or with whom such Subsequent Financing is proposed to be effected and shall include a term sheet and transaction documents relating thereto as an attachment.
  - (2) Any Purchaser desiring to participate in such Subsequent Financing must provide written notice to the Company within two (2) hours of the time that such Subsequent Financing Notice is sent to such Purchase (the "Notice Termination Time"), to the effect that such Purchaser is willing to participate in the Subsequent Financing, the amount of such Purchaser's participation, and representing and warranting that such Purchaser has such funds ready, willing, and available for investment on the terms set forth in the Subsequent Financing Notice. If the Company receives no such notice from a Purchaser as of such Notice Termination Time, such Purchaser shall be deemed to have notified the Company that it does not elect to participate in such Subsequent Financing.
  - (3) If, by the Notice Termination Time, notifications by the Purchasers of their willingness to participate in the Subsequent Financing (or to cause their designees to participate) is, in the aggregate, less than the total amount of the Subsequent Financing, then the Company may effect the remaining portion of such Subsequent Financing on the terms and with the Persons set forth in the Subsequent Financing Notice.
  - (4) The Company must provide the Purchasers with a second Subsequent Financing Notice, and the Purchasers will again have the right of participation set forth above, if the definitive agreement related to the initial Subsequent Financing Notice is not entered into for any reason on the terms set forth in such Subsequent Financing Notice within two (2) Trading Days after the date of delivery of the initial Subsequent Financing Notice.
  - (5) The Company and each Purchaser agree that, if any Purchaser elects to participate in the Subsequent Financing, the transaction documents related to the Subsequent Financing shall not include any term or provision that, directly or indirectly, will, or is intended to, exclude one or more of the Purchasers from participating in a Subsequent Financing, including, but not limited to, provisions whereby such Purchaser shall be required to agree to any restrictions on trading as to any the securities of the Company or be required to consent to any amendment to or termination of, or grant any waiver, release or the like under or in connection with, this Waiver Agreement, without the prior written consent of such Purchaser. In addition, the Company and each Purchaser agree that, in connection with a Subsequent Financing, the transaction documents related to the Subsequent Financing shall include a requirement for the Company to issue a widely disseminated press release by 9:30 am (New York City time) on the Trading Day of execution of the transaction documents in such Subsequent Financing (or, if the date of execution is not a Trading Day, on the immediately following Trading Day, or for an intra-day offering, by 9:30 am (New York City time) on the Trading Day immediately following the date of execution of the transaction documents in such Subsequent Financing) that discloses the material terms of the transactions contemplated by the transaction documents in such Subsequent Financing.
  - (6) Notwithstanding anything to the contrary herein and unless otherwise agreed to by such Purchaser, the Company shall either confirm in writing to such Purchaser that the transaction with respect to the Subsequent Financing has been abandoned or shall publicly disclose its intention to issue the securities in the Subsequent Financing, in either case in such a manner such that such Purchaser will not be in possession of any material, non-public information, by 9:30 am (New York City time) on the second (2nd) Trading Day following date of delivery of the Subsequent Financing Notice. If by 9:30 am (New York City time) on such second (2nd) Trading Day, no public disclosure regarding a transaction with respect to the Subsequent Financing has been made, and no notice regarding the abandonment of such transaction has been received by such Purchaser, such transaction shall be deemed to have been abandoned and such Purchaser shall not be deemed to be in possession of any material, non-public information with respect to the Company or any of its Subsidiaries.
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