

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

FORM 8-K/A

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 13, 2025

Phunware Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37862
(Commission File Number)

30-1205798
(IRS Employer
Identification No.)

1002 West Avenue
Austin, Texas
(Address of Principal Executive Offices)

78701
(Zip Code)

Registrant's Telephone Number, Including Area Code: 512 693-4199

(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(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	PHUN	The Nasdaq Stock 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. ☐

EXPLANATORY NOTE

This amended Current Report on Form 8-K/A (this "Amended Form 8-K") amends the Current Report on Form 8-K filed by Phunware, Inc. (the "Company") with the Securities and Exchange Commission on July 17, 2025 (the "Original Form 8-K"). This Amended Form 8-K is being filed to disclose the execution of Amendment No. 1 to Confidential Executive Employment Agreement by and between the Company and Jeremy Krol.

Item 1.01 Entry into a Material Definitive Agreement.

As previously reported in the Original Form 8-K, Jeremy Krol was appointed to serve as the Company's Interim Chief Executive Officer. In connection therewith, the Company and Mr. Krol entered into a Confidential Executive Employment Agreement dated July 14, 2025 (the "Employment Agreement"), pursuant to which Mr. Krol agreed to serve as Interim Chief Executive Officer of the Company. The Employment Agreement had an initial term of six months, unless earlier terminated as provided by the Employment Agreement, and could be renewed at the discretion of the board of directors of the Company (the "Board") for successive thirty (30) day periods. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Employment Agreement.

The Company and Mr. Krol executed Amendment No. 1 to Confidential Executive Employment Agreement dated as of January 14, 2026 (the "Employment Agreement Amendment"), pursuant to which the initial term of the Employment Agreement was extended to April 15, 2026 by amending and restating the first sentence of Section 1.2 of the Employment Agreement to read as follows: "The initial term of Executive's employment under this Agreement shall be the period commencing on the Effective Date to and including April 15, 2026, unless earlier terminated as provided herein." The terms of the Employment Agreement otherwise remain in full force and effect as further described in the Original Form 8-K.

The foregoing is only a summary of the material terms of the Employment Agreement, as amended by the Employment Agreement Amendment, and does not purport to be a complete description of the rights and obligations of the parties thereunder. Furthermore, the foregoing is qualified in its entirety by reference to the Employment Agreement, which was filed as Exhibit 10.2 to the Original Form 8-K, and the Employment Agreement Amendment, which is filed as Exhibit 10.1 to this Amended Form 8-K, and are incorporated herein by reference.

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

The matters described in Item 1.01 of this Current Report on Form 8-K are incorporated herein by reference to the extent applicable.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment No. 1 to Confidential Executive Employment Agreement by and between Phunware, Inc. and Jeremy Krol dated January 14, 2026
104	Cover Page Interactive Data File (formatted in Inline XBRL)

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.

Phunware, Inc.

Date: January 21, 2026

By: /s/ Jeremy Krol
Jeremy Krol
Interim Chief Executive Officer

**AMENDMENT NO. 1 TO CONFIDENTIAL EXECUTIVE
EMPLOYMENT AGREEMENT**

This Amendment No. 1 to Confidential Executive Employment Agreement (this “**Amendment**”), dated as of January 14, 2026 (the “**Effective Date**”), is entered into by and between Jeremy Krol (“**Executive**”) and Phunware, Inc., a Delaware corporation (the “**Company**”). Executive and the Company are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Company and Executive entered into that certain Confidential Executive Employment Agreement, dated as of July 14, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”); and

WHEREAS, the Parties hereto desire to amend the Agreement on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings specified in the Agreement.

2. Amendment. Section 1.2 of the Agreement is hereby amended, effective as of the Effective Date, by amending and restating the first sentence thereof to read as follows:

"The initial term of Executive's employment under this Agreement shall be the period commencing on the Effective Date to and including April 15, 2026, unless earlier terminated as provided herein."

3. Date of Effectiveness; Limited Effect. This Amendment is effective as of the Effective Date. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Company and Executive. Without limiting the generality of the foregoing, the amendment contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either the Company or Executive that would require the waiver or consent of the other party. On and after the date first written above, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment will be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that could cause the applications of the laws of any jurisdiction other than the State of Texas.

(b) This Amendment will be binding upon and inure to the benefit of (i) the heirs, executors and legal representatives of Executive upon Executive's death and (ii) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Amendment for all purposes. For this purpose, "**successor**" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement between the Company and Executive with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

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IN WITNESS WHEREOF, the Company and Executive have executed this Amendment as of the Effective Date.

COMPANY:

PHUNWARE, INC.

By: /s/ Elliot Han

Name: Elliot Han

Title: Director

EXECUTIVE:

JEREMY KROL

/s/ Jeremy Krol

Signature Page to Amendment No. 1 to Confidential Executive Employment Agreement
