

**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): **January 30, 2026**

DNA X, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38907
(Commission
File Number)

94-3336783
(IRS Employer
Identification No.)

**4445 Eastgate Mall, Suite 200,
San Diego, CA 92121**
(Address of principal executive offices, including Zip Code)

(650) 378-8100
(Registrant's telephone number, including area code)

Not applicable
(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:

<u>Title of each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.001 per share	SONM	The Nasdaq Stock Market LLC (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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Chief Executive Officer and Director

On January 30, 2026, Peter Liu, chief executive officer of DNA X, Inc. (formerly, Sonim Technologies, Inc.) a Delaware corporation (the "Company"), notified the Company's Board of Directors (the "Board") that he was resigning from the office of chief executive officer of the Company and as a director on the Board, effective as of the same date. Mr. Liu's resignation did not result from any disagreement with the Company.

As required by that certain employment agreement by and between Mr. Liu and the Company, dated as of December 8, 2023, as amended by that certain first amendment to employment agreement, dated April 2, 2025 (as amended, the "Liu Employment Agreement"), the separation and release agreement entered into by Mr. Liu and the Company (the "Liu Separation and Release Agreement") provided for Mr. Liu's general release of claims against the Company. Additionally, the Liu Separation and Release Agreement provided that the total cash severance payment owed to Mr. Liu pursuant to the Liu Employment Agreement (\$855,000) is now payable in two tranches: the first payable three days after his execution of the Liu Separation and Release Agreement and the second payable on March 15, 2026. The Liu Employment Agreement previously provided that the cash severance payment would be paid in one lump sum payment not more than thirty days following separation.

Resignation of Chief Commercial Officer

On February 3, 2026, Charles Becher, chief commercial officer of the Company, notified the Board that he was resigning from the office of chief commercial officer of the Company, effective as of January 29, 2026.

As required by that certain employment agreement by and between Mr. Becher and the Company, dated as of August 23, 2022 (the "Becher Employment Agreement"), the separation and release agreement entered into by Mr. Becher and the Company (the "Becher Separation and Release Agreement" and, together with the Liu Separation and Release Agreement, the "Separation and Release Agreements") provided for Mr. Becher's general release of claims against the Company. Additionally, the Becher Separation and Release Agreement provides that the total cash severance payment owed to Mr. Becher pursuant to the Becher Employment Agreement (\$250,000) is now payable in one lump sum payable within thirty days of January 29, 2026. The Becher Employment Agreement previously provided that the cash severance payment would be paid in equal monthly installments for a period of twelve months following separation.

The foregoing descriptions of the Separation and Release Agreements do not purport to be complete and are qualified in their entirety by reference to the full text of the Separation and Release Agreements, copies of which are filed as Exhibit 10.1 and Exhibit 10.2 hereto and incorporated by reference herein.

Director Appointment

On January 30, 2026, following Mr. Liu's resignation from the Board, the Board appointed Scott Walker to serve on the Board as a director. Mr. Walker will continue as a director until the next annual meeting of stockholders or until his successor has been elected and qualified, or, if sooner, until his earlier death, resignation or removal. Mr. Walker has not been appointed to any committee at this time. Mr. Walker has also entered into the Company's standard indemnification agreement for directors and officers.

Pursuant to that certain membership interest purchase agreement dated as of December 15, 2025 (the "Membership Interest Purchase Agreement"), by and between the Company and DNA Holdings Venture, Inc. ("DNA Holdings"), so long as DNA Holdings beneficially owns at least 5% of the Company, DNA Holdings will have the right to designate one director for election or appointment to the Board, subject to the oversight of the Company's nominating and governance committees. Accordingly, Mr. Walker's appointment is made pursuant to DNA Holdings' director designation right under the Membership Interest Purchase Agreement.

As previously reported on the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 18, 2025, the Company and DNA Holdings entered into the Membership Interest Purchase Agreement, a securities purchase agreement (the "Securities Purchase Agreement") and a convertible promissory note in the original principal amount of \$1,200,000.00, which bears interest at a rate of 10% per annum (the "Note" and, together with the Membership Interest Purchase Agreement and the Securities Purchase Agreement, the "DNA Agreements"). The description of the DNA Agreements is hereby incorporated by reference. Mr. Walker is a beneficial owner of DNA Holdings. The terms of the DNA Agreements were negotiated at arm's length prior to Mr. Walker's appointment to the Board. Mr. Walker may be deemed to have an indirect material interest in the DNA Agreements resulting from his beneficial ownership interest in DNA Holdings.

Mr. Walker, 64, is an investor and entrepreneur that has invested in or started over a dozen companies. Mr. Walker is co-founder of DNA Holdings, a digital asset investment and advisory firm. Since April 2024, Mr. Walker has served as the executive chairman of the board and chief executive officer of DNA Holdings. From 2004 to 2009, Mr. Walker served as chief executive officer of Extrinsic, Inc., a digital content and online marketing service. Mr. Walker has invested in several cryptocurrency-related projects, including the first-ever initial coin offering and later investing in Ethereum, Hedera, Casper, and dozens of other cryptocurrencies. Mr. Walker is currently a general partner at Coral Capital Holdings LLC, A195 Capital, Blockchain.Capital and a limited partner in other funds that have investments in Coinbase, Kraken, and Gemini. Mr. Walker was appointed to the Board based on his significant leadership experience and his extensive technical expertise in blockchain technology and cryptocurrencies.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Liu Separation and Release Agreement, dated as of January 30, 2026
10.2	Becher Separation and Release Agreement, dated as of February 3, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

DNA X, INC.

Date: February 5, 2026

By: /s/ Clay Crolius
Name: Clay Crolius
Title: Chief Financial Officer

Date: January 30, 2026

To: M. Mulica, Executive Chairman

Company: DNA X, Inc., formerly known as Sonim Technologies, Inc.

Re: Resignation of Employment and Board Membership

Dear Mike,

Please accept this letter as formal notification that I hereby resign from my position as Chief Executive Officer of DNA X, Inc., formerly known as Sonim Technologies, Inc. (the "Company"), and from my position as a member of the Board of Directors (the "Board"), effective immediately.

Please note that my resignation is not as a result of any disagreement between myself and the Company, its management, the Board, or any committee of the Board.

To ensure an orderly transition, I am concurrently executing the attached Separation and Release Agreement. This document formalizes the final terms of my departure, including the two-tranche payment of my severance and bonus, six months of COBRA coverage, the payout of all earned expenses, and the acceleration of my stock options as provided under the 2019 Equity Incentive Plan.

I appreciate our partnership and wish the Company continued success.

Sincerely,

/s/ Peter Liu

Hao (Peter) Liu

Separation and Release Agreement

This Separation and Release Agreement ("Agreement") is entered into between Hao (Peter) Liu ("Employee") and DNA X, Inc., formerly known as Sonim Technologies, Inc. ("Company").

1. Separation Date

Employee's final day of employment and service on the Board of Directors is January 30, 2026 (the "Separation Date"). Effective as of the Separation Date (or earlier, to the extent already submitted), Employee resigns from any and all officer, director, fiduciary, or other positions Employee holds with the Company and its affiliates, without any further action required; provided that Employee will execute any reasonable documentation the Company requests to evidence such resignations.

2. Final Payment of Compensation and Expenses

On the Separation Date, the Company shall pay Employee all earned but unpaid base salary, all outstanding documented business expenses, and all accrued but unused vacation/PTO time.

3. Total Cash Severance and Bonus Payment

In exchange for the release of claims in Section 6, the Company agrees to pay Employee a total amount of \$855,000.00, less applicable withholdings. This total represents 150% of the annual base salary (\$675,000.00) and the 100% target bonus (\$180,000.00). This sum shall be paid in two tranches:

- Tranche 1 (50%): \$427,500.00 shall be paid within three (3) days of the Employee's execution of this Agreement.
- Tranche 2 (50%): The remaining \$427,500.00 shall be paid on March 15, 2026.

For the avoidance of doubt, the cash severance referenced herein is payable pursuant to, and not in addition to, the terms of the employment agreement between Employee and the Company dated December 8, 2023, as amended April 2, 2025.

Further, for the avoidance of doubt, Tranche 2 of the Severance Amount shall be fully earned as of the Separation Date and shall be unconditional. Such payment shall not be subject to offset, clawback, forfeiture, suspension, or delay, except in the event of Employee's material breach of this Agreement as finally determined by a court of competent jurisdiction.

4. COBRA Benefits

The Company shall reimburse Employee for the cost of COBRA premiums to continue health insurance coverage for Employee and eligible dependents for a period of six (6) months following the Separation Date, provided Employee timely elects such coverage.

5. Equity Acceleration and Exercise

Acceleration: Subject to the terms of the Company's 2019 Equity Incentive Plan and the applicable award agreements, all of the Employee's outstanding and unvested stock options shall be accelerated and deemed fully vested as of the Separation Date.

6. Certain covenants and agreements

The parties agree to the following covenants and agreements, which are material to the Company's willingness to provide the Severance Amount and other consideration under this Agreement:

- (a) Continuing obligations; reaffirmation. Any restrictive covenants and continuing obligations (including confidentiality, inventions, return of property, and similar obligations) that apply to Employee under any existing confidentiality, invention assignment, proprietary information, restrictive covenant, arbitration, or class action waiver agreement with the Company (collectively, the "Continuing Agreements") will remain in full force and effect after the Separation Date. Employee reaffirms and agrees to comply with the Continuing Agreements.
- (b) Non-disparagement. Employee will not make or publish any written or oral statement that is reasonably understood to be negative or disparaging of any of the Released Parties (defined in Section 7(a)), or that is intended to damage their business reputation or goodwill. The Company agrees that it, and its current directors and executive officers, shall not make or publish any written or oral statements that are reasonably understood to be negative or disparaging of Employee.
- (c) Cooperation. Upon reasonable request, Employee will cooperate with the Company in connection with any investigation, litigation, audit, or administrative matter relating to events or matters that arose during Employee's employment or board service, including by providing truthful information and reasonable assistance, provided that such cooperation shall not exceed twelve (12) months following the Separation Date and shall not unreasonably interfere with Employee's other professional or personal obligations.. The Company will reimburse Employee for reasonable out-of-pocket expenses (including reasonable travel expenses) incurred in providing such cooperation, provided such expenses are pre-approved in writing (e-mail acceptable) by the Company. In no event shall such cooperation be used to support claims or actions adverse to Employee.
- (d) COBRA eligibility notice. During the COBRA Period, Employee will promptly notify the Company if Employee becomes eligible for health benefits with another employer.
- (e) Protected rights; government communications. Nothing in this Agreement limits Employee's ability to: (i) communicate with or provide information to any governmental agency (including the SEC), (ii) participate in an investigation or proceeding, or (iii) make disclosures that are protected under applicable law. Employee is not required to notify the Company of such communications, and the Company will not retaliate against Employee for engaging in such protected activity. Nothing in this Agreement requires Employee to waive any monetary award to which Employee may become entitled from a governmental agency or self-regulatory organization as permitted by law.
- (f) The Company represents and warrants that it has maintained, and shall maintain, directors' and officers' liability insurance covering Employee as a former officer and director, including any applicable run-off or tail coverage, in accordance with its past practices.

7. Release

As a condition to receiving the Severance Amount and the other benefits described in this Agreement, Employee agrees to the following:

- (a) General release. In consideration of the benefits provided under this Agreement to which Employee is not otherwise entitled, Employee, on Employee's own behalf and on behalf of Employee's heirs, family members, executors, agents, and assigns, hereby generally and completely releases the Company and its affiliates and each of their respective current and former directors, officers, employees, shareholders, partners, agents, attorneys, insurers, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, losses, costs, or expenses of any nature whatsoever, whether known or unknown, fixed or contingent, that Employee has or may have against any of the Released Parties arising out of or relating to Employee's recruitment, hire, employment, service as an officer or director, compensation, benefits, or separation from employment or board service, in each case through the date Employee signs this Agreement (collectively, "Claims").

This release includes, without limitation, Claims arising under federal, state, or local statutory or common law, and Claims sounding in contract or tort, including (without limitation) Claims for wrongful termination, discrimination, harassment, retaliation, fraud, misrepresentation, defamation, infliction of emotional distress, and violation of public policy, as well as Claims for attorney's fees and costs.

Carve-outs. Notwithstanding the foregoing, this release does not apply to: (i) any Claims that cannot be released as a matter of law; (ii) Employee's rights to enforce this Agreement; or (iii) any rights Employee may have to indemnification, advancement of expenses, or coverage under any directors' and officers' insurance policy, in each case as a current or former officer or director of the Company or its affiliates.

- (b) ADEA/OWBPA advisories; time to consider; revocation; effective date. Employee acknowledges that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, and that the consideration provided for this waiver and release is in addition to anything of value to which Employee is already entitled. Employee further acknowledges (as applicable): (i) this release does not apply to rights or Claims that arise after the date Employee signs this Agreement; (ii) Employee has been advised to consult with an attorney prior to signing this Agreement; (iii) Employee has twenty-one (21) days to consider this Agreement (although Employee may sign earlier voluntarily); and (iv) Employee may revoke this Agreement within seven (7) days after signing it by delivering written notice of revocation to the Company (to the attention of the executive chairman, with a copy to the Company's general counsel). This Agreement becomes effective on the eighth (8th) day after Employee signs it, provided it has not been revoked (the "Effective Date").

Notwithstanding the foregoing, in the event of the Company's material breach of this Agreement, the release obligations set forth herein shall be null and void.

- (c) California Civil Code section 1542 waiver.

Employee acknowledges that Employee has read and understands California Civil Code section 1542 and expressly waives and relinquishes any and all rights and benefits under section 1542 (and any similar law of any jurisdiction), with respect to the release of unknown Claims.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles.

Agreed and Accepted:

Employee: /s/ Peter Liu

Date: January 30, 2026

Hao (Peter) Liu

Company: /s/ Clay Crolius

Date: January 30, 2026

Date: January 30, 2026

To: M. Mulica, Executive Chairman

Company: DNA X, Inc., formerly known as Sonim Technologies, Inc.

Re: Resignation of Employment

Dear Mike,

Please accept this letter as formal notification that I hereby resign from my position as General Manager of North America and Chief Commercial Officer of DNA X, Inc., formerly known as Sonim Technologies, Inc. (the "Company"), effective immediately.

To ensure an orderly transition, I am concurrently executing the attached Separation and Release Agreement. This document formalizes the final terms of my departure, including one year of severance, six months of COBRA coverage, and the acceleration of my stock options.

I appreciate the opportunity to have been part of the team and wish DNA X continued success.

Sincerely,

/s/ Charles Becher

Charles Becher

Separation and Release Agreement

This Separation and Release Agreement ("Agreement") is entered into between Charles Becher ("Employee") and DNA X, Inc., formerly known as Sonim Technologies, Inc. ("Company").

1. Separation Date

Employee's final day of employment is January 29, 2026 (the "Separation Date"). Effective as of the Separation Date (or earlier, to the extent already submitted), Employee resigns from any and all officer, director, fiduciary, or other positions Employee holds with the Company and its affiliates, without any further action required; provided that Employee will execute any reasonable documentation the Company requests to evidence such resignations.

2. Final Payment of Compensation and Expenses

On the Separation Date, the Company shall pay Employee all earned but unpaid base salary, all outstanding documented business expenses, and all accrued but unused vacation/PTO time.

3. Cash Severance Payment

In exchange for the release of claims in Section 5, the Company agrees to pay Employee a total lump-sum cash severance payment of \$250,000.00 (representing one year of annual base salary), less applicable withholdings. This amount shall be paid in full within thirty (30) days of the Separation Date.

For the avoidance of doubt, the cash severance referenced herein is payable pursuant to, and not in addition to, the terms of the employment agreement between Employee and the Company dated January 1, 2019, as amended.

4. COBRA Benefits

The Company shall reimburse Employee for the cost of COBRA premiums to continue health insurance coverage for Employee and eligible dependents for a period of six (6) months following the Separation Date, provided Employee timely elects such coverage.

5. Equity Acceleration

Subject to the terms of the Company's 2019 Equity Incentive Plan and the applicable award agreements, all of Employee's outstanding and unvested stock options shall be accelerated and deemed fully vested as of the Separation Date. Employee shall have the standard period provided under the 2019 Equity Incentive Plan to exercise any vested options.

6. Certain covenants and agreements

The parties agree to the following covenants and agreements, which are material to the Company's willingness to provide the Severance Amount and other consideration under this Agreement:

- (a) Continuing obligations; reaffirmation. Any restrictive covenants and continuing obligations (including confidentiality, inventions, return of property, and similar obligations) that apply to Employee under any existing confidentiality, invention assignment, proprietary information, restrictive covenant, arbitration, or class action waiver agreement with the Company (collectively, the "Continuing Agreements") will remain in full force and effect after the Separation Date. Employee reaffirms and agrees to comply with the Continuing Agreements.
- (b) Non-disparagement. Employee will not make or publish any written or oral statement that is reasonably understood to be negative or disparaging of any of the Released Parties (defined in Section 7(a)), or that is intended to damage their business reputation or goodwill.

- (c) Cooperation. Upon reasonable request, Employee will cooperate with the Company in connection with any investigation, litigation, audit, or administrative matter relating to events or matters that arose during Employee's employment or board service, including by providing truthful information and reasonable assistance. The Company will reimburse Employee for reasonable out-of-pocket expenses (including reasonable travel expenses) incurred in providing such cooperation, provided such expenses are pre-approved in writing (e-mail acceptable) by the Company.
- (d) COBRA eligibility notice. During the COBRA Period, Employee will promptly notify the Company if Employee becomes eligible for health benefits with another employer.
- (e) Protected rights; government communications. Nothing in this Agreement limits Employee's ability to: (i) communicate with or provide information to any governmental agency (including the SEC), (ii) participate in an investigation or proceeding, or (iii) make disclosures that are protected under applicable law. Employee is not required to notify the Company of such communications, and the Company will not retaliate against Employee for engaging in such protected activity. Nothing in this Agreement requires Employee to waive any monetary award to which Employee may become entitled from a governmental agency or self-regulatory organization as permitted by law.

7. Release

As a condition to receiving the Severance Amount and the other benefits described in this Agreement, Employee agrees to the following:

- (a) General release. In consideration of the benefits provided under this Agreement to which Employee is not otherwise entitled, Employee, on Employee's own behalf and on behalf of Employee's heirs, family members, executors, agents, and assigns, hereby generally and completely releases the Company and its affiliates and each of their respective current and former directors, officers, employees, shareholders, partners, agents, attorneys, insurers, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, losses, costs, or expenses of any nature whatsoever, whether known or unknown, fixed or contingent, that Employee has or may have against any of the Released Parties arising out of or relating to Employee's recruitment, hire, employment, service as an officer or director, compensation, benefits, or separation from employment or board service, in each case through the date Employee signs this Agreement (collectively, "Claims").

This release includes, without limitation, Claims arising under federal, state, or local statutory or common law, and Claims sounding in contract or tort, including (without limitation) Claims for wrongful termination, discrimination, harassment, retaliation, fraud, misrepresentation, defamation, infliction of emotional distress, and violation of public policy, as well as Claims for attorney's fees and costs.

Carve-outs. Notwithstanding the foregoing, this release does not apply to: (i) any Claims that cannot be released as a matter of law; (ii) Employee's rights to enforce this Agreement; or (iii) any rights Employee may have to indemnification, advancement of expenses, or coverage under any directors' and officers' insurance policy, in each case as a current or former officer or director of the Company or its affiliates.

- (b) ADEA/OWBPA advisories; time to consider; revocation; effective date. Employee acknowledges that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, and that the consideration provided for this waiver and release is in addition to anything of value to which Employee is already entitled. Employee further acknowledges (as applicable): (i) this release does not apply to rights or Claims that arise after the date Employee signs this Agreement; (ii) Employee has been advised to consult with an attorney prior to signing this Agreement; (iii) Employee has twenty-one (21) days to consider this Agreement (although Employee may sign earlier voluntarily); and (iv) Employee may revoke this Agreement within seven (7) days after signing it by delivering written notice of revocation to the Company (to the attention of the executive chairman, with a copy to the Company's general counsel). This Agreement becomes effective on the eighth (8th) day after Employee signs it, provided it has not been revoked (the "Effective Date").
- (c) California Civil Code section 1542 waiver.

Employee acknowledges that Employee has read and understands California Civil Code section 1542 and expressly waives and relinquishes any and all rights and benefits under section 1542 (and any similar law of any jurisdiction), with respect to the release of unknown Claims.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles.

Agreed and Accepted:

Employee: /s/ Charles Becher

Date: February 3, 2026

Charles Becher

Company: /s/ Clay Crolius

Date: February 3, 2026

DNA X, Inc. (By: Clay Crolius, CFO)