
**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): **June 27, 2018**

BLINK CHARGING CO.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-38392

(Commission
File Number)

03-0608147

(IRS Employer
Identification No.)

407 Lincoln Road, Suite 704

Miami Beach, Florida 33139

(Address of principal executive offices)

(305) 521-0200

(Registrant's telephone number, including area code)

3284 N 29th Court

Hollywood, Florida 33020-1320

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

Resignation of Director

On June 27, 2018, Mr. Andrew Shapiro informed the Board of Directors (the “Board”) of Blink Charging Co. (the “Company”) that he was resigning from the Board, including his membership on all committees of the Board, effective June 30, 2018. Mr. Shapiro’s resignation from the Board was not the result of any disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

Appointment of Chief Financial Officer and Compensatory Arrangements

On June 27, 2018, the Board’s Compensation Committee recommended to the full Board that Mr. Jonathan New be appointed as the Company’s Chief Financial Officer (“CFO”). The Compensation Committee also approved the compensation of Mr. New. On the same date, the Board appointed Mr. New as the CFO effective July 9, 2018 (the “Employment Start Date”).

Mr. New will serve as the Company’s principal financial officer and principal accounting officer.

Mr. New, 58, was Chief Financial Officer of Net Element, Inc. from March 2008 through June 2018. During that time, Net Element was continuously listed on the Nasdaq Capital Market from October 2012 through the present. From 2001 to 2003, Mr. New was Chief Operating Officer of Ener1, Inc. From 2004 until it was sold in 2006, Mr. New owned and operated Wholesale Salon Furniture Corp.com, which imported and distributed salon equipment. Thereafter, until joining Net Element, Mr. New provided services to public companies on a variety of corporate accounting, reporting and audit related issues. Prior to joining Ener1, Inc. in 2001, Mr. New held finance manager and chief financial officer positions with companies including Häagen-Dazs, Virtacon (a web development company), RAI Credit Corporation (private label credit card company) and Prudential of Florida. Mr. New obtained his BS in Accounting from Florida State University and began his career with Accenture. He is a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants.

There is no arrangement or understanding between Mr. New and any other persons pursuant to which Mr. New was selected as an officer. There are no family relationships between Mr. New and any director, executive officer or person nominated or chosen by the Company to become a director or executive officer of the Company within the meaning of Item 401(d) of Regulation S-K under the U.S. Securities Act of 1933 (“Regulation S-K”). Since the beginning of the Company’s last fiscal year, the Company has not engaged in any transaction in which Mr. New had a direct or indirect material interest within the meaning of Item 404(a) of Regulation S-K.

Pursuant to an offer letter dated June 15, 2018 (the “Offer Letter”), Mr. New will receive an annual base salary of Two Hundred Twenty-Five Thousand Dollars (\$225,000) (the “Base Salary”) and will receive a cash payment of Twenty Thousand Dollars (\$20,000) as a signing bonus on his Employment Start Date. Mr. New is eligible for an annual incentive bonus in the amount up to twenty-five percent (25%) of his Base Salary based on meeting certain key performance indicators to be mutually agreed to by Mr. New and the Compensation Committee.

The Offer Letter is for a term of two (2) years commencing on the Employment Start Date (the “Term”). On the second anniversary of the Employment Start Date, Mr. New’s employment will be renewed automatically for an additional one-year term, unless the Company provides a notice of non-renewal at least thirty (30) days prior to the end of the Term.

Mr. New’s employment may be terminated by the Company without “Cause” after October 9, 2018. “Cause” shall mean (i) willful misconduct; or (ii) willful failure to perform responsibilities to the Company. “Cause” will be determined by the Company. If the Company terminates Mr. New’s employment without “Cause” the Company will continue payment of Mr. New’s Base Salary for an additional number of months equal to the number of months of his actual employment prior to the termination, capped at six (6) months maximum payment. The description in the previous sentence is the sole severance payment provision in the Offer Letter.

Upon shareholder approval of an omnibus incentive plan (the "Plan"), Mr. New will be entitled to awards under the Plan equal to fifty percent (50%) of his Base Salary, as adjusted from time to time (the "Grant"). Twenty-five percent (25%) of such Grant will be in the form of restricted shares of the Company's common stock and the remaining seventy-five percent (75%) of such Grant will be in the form of options to purchase the Company's common stock.

As a full-time employee of the Company, Mr. New will be eligible to participate in all of the Company's benefit programs.

The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by its full text which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

On June 29, 2018, the Company issued a press release announcing the appointment of Mr. New as the CFO. A copy of the press release is filed hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1*	<u>Offer Letter by and between the Company and Mr. Jonathan New, dated June 15, 2018</u>
99.1*	<u>Press Release, dated June 29, 2018.</u>

* Filed herewith

SIGNATURE

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.

BLINK CHARGING CO.

Date: June 29, 2018

By: /s/ Michael J. Calise

Name: Michael J. Calise

Title: Chief Executive Officer

June 15, 2018

Jonathan New, CPA

Dear Jonathan:

On behalf of Blink Charging, Co. ("BLINK" or the "Company"), I am pleased to offer you the position of Chief Financial Officer ("CFO"). As CFO you will be reporting to the Company's Chief Executive Officer and Executive Chairman and working at the Company's headquarters at 407 Lincoln Road, Suite 704, Miami Beach, FL 33139. Your appointment is subject to approval by the Board and your compensation package, as outlined herein, is subject to approval by the Compensation Committee of the Board ("Compensation Committee"). Your Employment Start Date will be on or about July 1, 2018.

Base Salary. Your starting annual-base salary will be \$18,750 per month (\$225,000 annually), less applicable taxes, deductions, and withholdings, and will be subject to annual review. You will be paid per BLINK's regular payroll practices.

Annual Performance Bonus. Furthermore, upon meeting Key Performance Indicators ("KPIs"), you will be eligible to an annual performance bonus in an amount equal to 25% of your base salary, as it might be adjusted from time to time, less applicable taxes, deductions, and withholdings (the "Performance Bonus"). The KPIs will be set by the mutual agreement of the Compensation Committee and yourself, with first year's KPIs listed below in Appendix A. To qualify for the Performance Bonus, you must remain employed with the Company through the date that the Performance Bonus is earned. Performance bonuses are earned on a calendar year basis consistent with the Company's fiscal year reporting and are based on KPI's which will be set and agreed to each year. The first year's performance bonus will be prorated based on the effective start date. You may receive additional performance bonuses in the form of cash and/or stock at the discretion of the Board of Directors, or pursuant to one or more written plans adopted by the Board.

Equity Awards. As a senior executive of BLINK, you will be entitled to receive equity awards under BLINK's new 2018 Omnibus Plan (the "Plan") which will be established by the Compensation Committee and yourself with subsequent required shareholder approval. The aggregate award value under the Plan will be equal to 50% of your base salary, as adjusted from time to time, (the "Grant"). Twenty-five percent (25%) of such Grant will be in the form of Restricted Common Stock (the "RCSs") and the remaining seventy-five (75%) of such Grant will be in the form of options to purchase the Company's common stock (the "Stock Options"), with a cashless exercise feature as per Company policies. The number of Stock Options shall be calculated in accordance with the Company's option valuation practices. The RCSs shall vest on the first anniversary of the day they were granted, and shall have a tax gross up feature. The Stock Options shall vest in equal one-third (1/3) increments on each anniversary of the day from when they were granted beginning the year after the first grant date. All Stock Options that will be granted to you shall expire 5 years following the date of vesting.

All Equity Awards shall be granted to you, provided that: (1) at the end of each applicable vesting date, you are still employed by the Company. In addition, as a signing bonus, you will be granted \$20,000 in cash payment (less applicable taxes, deductions and withholdings) on your Employment Start Date.

All Equity Awards, including RCSs, Stock Options, future bonuses and future Equity Awards will be awarded on or about March 31st of each year.

Benefits. As an eligible, full-time employee, you will be entitled to participate in all of the Company's benefit programs currently existing or made available in the future. These benefits include, health insurance benefits (medical, dental, and vision), sick leave, vacation and holidays, life insurance, short term and long-term disability, and pension plans (401(k) Plan Administrators). Understandably, the Company may change those plans from time-to-time.

Business Expense Reimbursement. Upon presentation of appropriate documentation in accordance with the Company's expense reimbursement policies, BLINK will reimburse you for the reasonable business expenses you incur in connection with your employment.

Clawbacks. All bonuses and equity grants are subject to the Company's "clawback" policies that may currently be in place or may be adopted in the future, including any established under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Paid Time Off. You will accrue Paid Time Off, which you will be allowed to use for absences due to illness, vacation, or personal need, at a rate of 160 hours, or twenty (20) days (based upon an eight-hour work-day), per year.

Term and Termination. The initial term shall be two (2) years commencing on your Employment Start Date (the "Term"). On the second anniversary, your employment will be renewed automatically for an additional one-year term, unless the Company provides you with a notice of non-renewal at least 30 days prior to the end of the Term.

Death and Disability. In the event of your death during the Term, your employment shall terminate immediately. If, during the Term you shall suffer a "Disability" within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, the Company may terminate your employment. In the event your employment is terminated due to death or Disability, you (or your estate in case of death) shall be eligible to receive the separation benefits (in lieu of any severance payments): all unpaid base salary amounts, and all outstanding and fully vested stock options and other equity awards.

Termination by the Company for Cause. You may be terminated by the Company immediately and without notice for "Cause." "Cause" shall mean: (i) your willful misconduct; or (ii) your willful failure to perform your responsibilities to the Company. "Cause" shall be determined by the Company, and the Company will take appropriate steps to correct behavior including: (1) making the employee aware of the Company's expectations; (2) providing the employee with reasonable time and resources (where appropriate) to achieve the necessary standards for his role and duties; and, (3) warning the employee about the specific consequences for continuing the unacceptable behavior.

Termination Without Cause. The Company may terminate your employment without Cause not earlier than 3 months past your Employment Start Date. Upon Termination Without Cause the Company will (i) continue payment of your base salary for additional number of months equal to the number of months of your actual employment prior to the termination, capped at 6 months maximum payment. In all other types of terminations or resignation on your part, then all further vesting of your outstanding equity awards or bonus will terminate immediately, as well as all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned). The foregoing intends to represent your sole entitlement to severance payments and benefits in connection with the termination of your employment.

Proprietary Agreement and No Conflict with Prior Agreements. As an employee of BLINK, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of BLINK and its clients. Similarly, you may have confidential or proprietary information from prior employers that must not be used or disclosed to anyone at BLINK. Therefore, you will be required to read, complete, and sign BLINK's standard Employee Confidentiality and Assignment of Inventions Agreement ("Proprietary Agreement") and the Proprietary Information Obligations Checklist and return it to BLINK on or prior to your Employment Start Date. In addition, BLINK requests that you comply with any existing and/or continuing contractual obligations that you may have with your former employers. By signing this offer letter, you represent that your employment with BLINK shall not breach any agreement you have with any third party.

Obligations. During your employment, you shall devote your full business efforts and time to BLINK. However, this obligation shall not preclude you from engaging in appropriate civic, charitable or religious activities, or, with the consent of the Board, from serving on the boards of directors of companies that are not competitors to BLINK, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of employment at, BLINK. Any outside activities must be in compliance with and if required, approved by BLINK's Corporate Governance Guidelines.

Non-competition. In addition to the obligations specified in the Proprietary Agreement, you agree that during your employment with BLINK you will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or business (whether as an employee, officer, director, agent, security holder, creditor, consultant, partner or otherwise) that is competitive with the business of BLINK, including, without limitation, planning, developing, installing, marketing, selling, leasing, and providing services relating to electric vehicle charging stations.

Background Check. You represent that all information provided to BLINK or its agents with regard to your background is true and correct.

We look forward to you joining BLINK. Please indicate your acceptance of this offer by signing below and returning an executed copy of this offer to me at your earliest convenience.

Sincerely,

Mike Calise,

Chief Executive Officer

I accept this offer of employment with Blink Charging, Co. and agree to the terms and conditions outlined in this letter.

Jonathan New June , 2018 6/17/2018 8:14:50 PM EDT
Date

~~June , 2018~~ 07/09/18
Employment Start Date



Blink Charging Co. Names Jonathan New Chief Financial Officer

Leading Electric Vehicle Charging Services Company Taps Corporate Growth Executive to Expand Leadership

MIAMI BEACH, FL – June 29, 2018: A leading owner, operator and provider of electric vehicle (“EV”) charging equipment and networked EV charging services, Blink Charging Co. (NASDAQ: “BLNK”, “BLNKW”) (“Blink” or the “Company”), announced today the appointment of Jonathan New as Chief Financial Officer (CFO).

In his role as CFO, Mr. New will lead the Company in broad areas of financial management, including strategic financial planning and analysis, corporate accounting, corporate and tax compliance, and the financial planning and management of international business as the Company expands. Mr. New will add strategic support to the existing executive team during its period of rapid global growth and charging station deployment.

“Blink Charging presents an incredible opportunity to guide the global expansion of a technology that is working to make electric vehicle use mainstream,” said Mr. New. “I am looking forward to supporting the operational growth of our business both domestically and overseas by providing strategic feedback on financial and operating results and working with business leaders to develop ideas and plans for expansion initiatives.”

Mr. New has more than thirty-four years of corporate finance experience in public innovation and technology companies. During his last ten years as CFO for the transaction processing and technology company Net Element, he helped guide the company through a \$23 million offering as part of an up-listing to NASDAQ. In his past year there, he was instrumental in helping Net Element raise \$16 million in equity transactions. Prior to his experience with Net Element, Mr. New was a CFO consultant and worked with several public and private companies on SEC compliance, financial growth, organization building and acquisitions.

“Jonathan is an important asset to Blink’s long-term growth and a perfect fit for our executive team,” said Blink’s CEO, Mike Calise. “Bringing Jonathan on board will give us the strategic leadership we need to continue our global growth trajectory and demonstrate our continued commitment to the investment and business community as we expand our leadership position in the market.”

About Blink Charging Co.:

Blink Charging (NASDAQ: BLNK, BLNKW) is one of the leaders in nationwide public electric vehicle (EV) charging equipment and services, enabling EV drivers to easily charge at locations throughout the United States. Headquartered in Florida with offices in Arizona and California, Blink Charging’s business is designed to accelerate EV adoption.

Blink Charging offers EV charging equipment and connectivity to the Blink Network, a cloud-based software that operates, manages, and tracks the Blink EV charging stations and all the associated data. Blink Charging also owns and operates EV charging equipment predominantly under the Blink brand, as well as using a number of other charging station equipment manufacturers such as ChargePoint, General Electric (GE) and SemaConnect. Blink Charging has strategic property partners across multiple business sectors including multifamily residential and commercial properties, airports, colleges, municipalities, parking garages, shopping malls, retail parking, schools, and workplaces.

For more information about Blink Charging, please visit BlinkCharging.com

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