UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 15, 2022

BLINK CHARGING CO.

(Exact name of registrant as specified in its charter)

Nevada	001-38392	03-0608147
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

605 Lincoln Road, 5th Floor Miami Beach, Florida	33139
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (305) 521-0200

N/A

(Former name or former address, if changed since last report.)

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	BLNK	The Nasdaq Stock Market LLC
Common Stock Purchase Warrants	BLNKW	The Nasdaq Stock Market LLC

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))

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. ☐

CURRENT REPORT ON FORM 8-K

Blink Charging Co.

June 15, 2022

Item 2.01. Completion of Acquisition or Disposition of Assets.

As previously disclosed in our Current Report on Form 8-K filed with the Securities and Exchange Commission ("SEC") on June 14, 2022, we entered into an Agreement and Plan of Merger (the "Acquisition Agreement") with SemaConnect, Inc., a Delaware corporation ("SemaConnect"), pursuant to which we agreed to acquire SemaConnect (the "Acquisition"). As of June 15, 2022, the closing conditions under the Acquisition Agreement have been met, and the Acquisition was completed (the "Closing"). Upon the Closing, SemaConnect became a wholly owned subsidiary of our company.

The acquisition consideration was approximately $200,600,000, on a cash-free, debt-free basis (subject to certain customary adjustments for working capital). The consideration paid in the transaction consisted of: (a) $80,600,000 in cash, (i) $40,000,000 of which was paid at Closing and (ii) the remaining $40,600,000 of which is to be paid not earlier than nine months following the Closing and not later than three years following the Closing; and (b) $118,132,295, represented by 7,454,975 shares of our common stock (the "Stock Payment"). The Stock Payment was calculated based on the arithmetic average of the daily volume weighted average price of our common stock during the 20 consecutive trading days ending on the last trading day prior to the date of the Closing, which equaled $15.8461 per share, and represented approximately 14.9%

of the outstanding shares of our common stock after giving effect to the issuance thereof. The shares issued under the Stock Payment are subject to a lock-up agreement for three months following issuance, and a leak-out agreement during each subsequent five one-month periods thereafter whereby, among other conditions, no more than 20% of the shares issued to a SemaConnect stockholder may be sold by such stockholder. Each of the stockholders of SemaConnect who received our stock received registration rights in respect of the shares issued to such stockholder under the Stock Payment pursuant to a registration rights agreement, the form of which is attached hereto as Exhibit 10.1 and incorporated herein in its entirety.

The following sums of cash are being held in escrow accounts to cover the following items: (a) for the period of 12 months following the Closing, $1,500,000 for any losses or damages we may incur by reason of, among other things, any misrepresentation or breach of warranty by SemaConnect under the Acquisition Agreement, and (b) until the finalization of the working capital adjustments, $500,000 for any amounts we are owed under working capital adjustments. Another post-closing remedy for indemnity claims is the proceeds from representations and warranties insurance that we have obtained in connection with the Acquisition.

Mahi Reddy, who will remain the Chief Executive Officer of our SemaConnect subsidiary following the Closing, entered into an employment offer letter with our subsidiary, a copy of which is attached hereto as Exhibit 10.2 and incorporated herein in its entirety.

Item 3.02. Unregistered Sales of Equity Securities.

On June 15, 2022, we issued shares of our common stock in the Acquisition described in Item 2.01 above in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933 (the "Securities Act") and Regulation D promulgated thereunder, which exempts transactions by an issuer not involving any public offering. The shares of common stock offered in the Acquisition have not been registered under the Securities Act, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Each of the stockholders of SemaConnect who received our stock has or will be required to represent that such stockholder is an "accredited investor" as that term is defined in Rule 501(a) of the Securities Act, and is obtaining the stock solely for such stockholder's own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Our shares of common stock will be issued subject to a restrictive legend advising that the shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an opinion of counsel satisfactory to our company that such registration is not required. Transfer of these shares is subject to a contractual restriction that holders of such stock may not make any sale, any short sale of, loan, grant any option for the purchase of, or otherwise assign, pledge, hypothecate or dispose of any such shares for a period of three months following the Acquisition, except as otherwise expressly consented to by us. For a period of five months thereafter, no more than 20% of our common stock received by a stockholder of SemaConnect pursuant to the Acquisition Agreement may be sold during any such month by such stockholder, and no more than its respective pro rata share of 5% of the average daily trading volume of our common stock during the immediately preceding completed calendar month may be sold on any one trading day. The information set forth above in Item 2.01 of this Current Report with respect to our issuance of shares to SemaConnect stockholders is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

We issued a press release announcing the Closing of the Acquisition Agreement on June 21, 2022, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein in its entirety.

The information in this Item 7.01 of this Current Report is being furnished and shall not be deemed filed for purposes of Section 18 of the Exchange Act of 1934, as amended (the "Exchange Act"), nor will it be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Forward-Looking Statements

Statements contained herein which are not historical facts may be considered forward-looking statements under federal securities laws and may be identified by words such as "anticipates," "believes," "estimates," "expects," "intends," "plans," "potential," "predicts," "projects," "seeks," "should," "will" or words of similar meaning. Such forward-looking statements are based on our management's current beliefs as well as assumptions made by and information currently available to them, which are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Actual outcomes and results may vary materially from these forward-looking statements based on a variety of risks and uncertainties including risks related to the acquisition of SemaConnect, as well as our ability to integrate the acquired business within expected timeframes and to achieve the revenue, cost savings and earnings levels from such acquisition at or above the levels projected.

Other important factors and information are described under the heading "Risk Factors" in our Form 10-K filed with the SEC on March 16, 2022, our Form 10-Q filed with the SEC on May 10, 2022, and in subsequent filings made by us with the SEC, which are available on the SEC's website at www.sec.gov. We caution you not to place undue reliance on any forward-looking statements, which speak only as of the date hereof. We do not undertake any duty to update any forward-looking statement or other information in this Current Report on Form 8-K, except as required by U.S. federal securities law.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired. We intend to file the financial statements of SemaConnect required by Item 9.01(a) as part of an amendment to this Current Report on Form 8-K no later than September 1, 2022.

(b) Pro Forma Financial Information. We intend to file the pro forma financial information required by Item 9.01(b) as part of an amendment to this Current Report on Form 8-K no later than September 1, 2022.

(d) Exhibits. The exhibits listed in the following Exhibit Index are filed as part of this current report.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of June 13, 2022, by and among Blink Charging Co., Blink Sub I Corp., Blink Sub II LLC, SemaConnect, Inc. and Shareholder Representative Services LLC (solely in its capacity as the stockholders' representative) (incorporated by reference to Exhibit 2.1 of the Current Report on Form 8-K of Blink Charging Co., filed with the SEC on June 14, 2022).*
10.1	Form of Registration Rights Agreement, dated as of June 15, 2022, by and among Blink Charging Co., the equityholders of SemaConnect, Inc. listed on the signature pages thereto and each equityholder of SemaConnect, Inc. to which shares of Blink Charging Co. common stock are issued in connection with the Acquisition.*
10.2	Employment Offer Letter, dated as of June 15, 2022, between SemaConnect, LLC, a Blink Charging company, and Mahi Reddy.
99.1	Press release issued by Blink Charging Co. on June 21, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished supplementally to the U.S. Securities and Exchange Commission upon request; provided, however, that the parties may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any document so furnished.

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.

BLINK CHARGING CO.

Dated: June 21, 2022

By: */s/ Michael D. Farkas*
Name: Michael D. Farkas
Title: Chairman and Chief Executive Officer

Exhibit 10.1

FORM OF REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of June 15, 2022, is made and entered into by and among Blink Charging Co., a Nevada corporation (the "***Company***"), Trilantic Energy Partners II Parallel (North America) L.P., a Delaware limited partnership ("***Trilantic Energy***"), TCP Sema SPV LLC, a Delaware limited liability company (collectively with Trilantic Energy, "***Trilantic***"), USB Focus Fund XXVII LLC, a Delaware limited liability company ("***Fund XXVII***"), USB Focus Fund SemaConnect 3-A, LLC, a Delaware limited liability company ("***Fund 3-A***"), USB Focus Fund SemaConnect 3-B, LLC, a Delaware limited liability company ("***Fund 3-B***", and collectively with Fund XXVII and Fund 3-A, ("***USB***")) and certain entities controlled by Mahi Reddy (the "***Reddy Entities***", and together with the Trilantic and USB, the "***Lead Holders***") and each other equityholder of SemaConnect, Inc., a Delaware corporation ("***SemaConnect***") to which shares of common stock, par value $0.001 per share, of the Company ("***Common Stock***") are to be issued in the Business Combination that execute a counterpart signature page to this Agreement (collectively, the "***SemaConnect Holders***"). The Lead Holders, the SemaConnect Holders and any Person (as defined herein) who hereafter becomes a party to this Agreement pursuant to Section 5.02 of this Agreement, a "***Holder***" and collectively the "***Holders***."

RECITALS

WHEREAS, the Company, Blink Sub I Corp., a Delaware corporation and wholly-owned subsidiary of the Company ("***Merger Sub I***"), Blink Sub II LLC, a Delaware corporation and wholly-owned subsidiary of the Company ("***Merger Sub II***"), and SemaConnect, and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the Stockholders' Representative, are party to that certain Agreement and Plan of Merger, dated as of the date hereof (the "***Merger Agreement***"), pursuant to which, among other things, Merger Sub I will merge with and into SemaConnect, with SemaConnect surviving such merger as a wholly owned subsidiary of the Company and, immediately thereafter, SemaConnect will merge with and into Merger Sub II, with Merger Sub II surviving such merger (the "***Merger***" and, together with the other transactions contemplated by the Merger Agreement, the "***Business Combination***"); and

WHEREAS, as of the date hereof, the Holders are the holders of SemaConnect Securities, which, upon the consummation of the Business Combination (the "***Closing***"), will be automatically converted into (i) shares of Common Stock and (ii) cash, in each case, as determined pursuant to the Merger Agreement;

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or Chief Financial Officer of the Company or the Board, after consultation with outside counsel to the Company, (i) would be required or necessary to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain a Misstatement and would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be.

"***Allowed Delay***" shall have the meaning given in Section 3.05(b).

"***Agreement***" shall have the meaning given in the Preamble hereto.

"***Block Trade***" means an offering and/or sale of Registrable Securities pursuant to a Registration Statement by any Holder on a coordinated or underwritten basis (whether firm commitment or otherwise) not involving a roadshow or other substantial marketing efforts prior to pricing, including, without limitation, a same day trade, overnight trade or similar transaction.

"***Board***" means the board of directors of the Company.

"***Business Combination***" shall have the meaning given in the Recitals hereto.

"***Claims***" shall have the meaning given in Section 4.01(a).

"***Closing***" shall have the meaning given in the Recitals hereto.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Commission Guidance***" shall mean (a) any publicly-available written guidance of the staff of the Commission or any comments, requirements or requests of the staff of the Commission and (b) the Securities Act.

"***Common Stock***" shall have the meaning given in the Recitals hereto.

"***Company***" shall have the meaning given in the Preamble hereto.

"***Company Insider***" shall mean any officer or director of the Company and their respective affiliates.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Form S-3 Shelf***" shall have the meaning given in Section 2.01(a).

"***Holder***" or "***Holders***" shall have the meaning given in the Preamble hereto.

"***Lead Holders***" shall have the meaning given in the Preamble hereto.

"***Maximum Number of Securities***" shall have the meaning given in Section 2.03(b).

"***Merger***" shall have the meaning given in the Recitals hereto.

"***Merger Agreement***" shall have the meaning given in the Recitals hereto.

"***Merger Sub I***" shall have the meaning given in the Recitals hereto.

"***Merger Sub II***" shall have the meaning given in the Recitals hereto.

"***Minimum Takedown Threshold***" shall have the meaning given in Section 2.01(a).

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements therein (in the case of any Prospectus or any preliminary Prospectus, in the light of the circumstances under which they are made), not misleading.

"***Option Cancellation Payment***" has the meaning set forth in the Merger Agreement.

"***Other Coordinated Offering***" shall have the meaning given in Section 2.02(a).

"***Permitted Transferees***" shall mean any Person to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of any applicable lock-up period or pursuant to the bylaws of the Company as in effect from time to time or any other applicable agreement between such Holder and the Company, and to any transferee thereafter.

"***Person***" shall mean any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

"***Piggyback Registration***" shall have the meaning given in Section 2.04(a).

"***Pro Rata***" shall have the meaning given in Section 2.03(b).

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) the shares of Common Stock issued or issuable upon the conversion of any SemaConnect Securities, (b) any shares of Common Stock or any other equity security (including the shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company (i) held by a Holder immediately following the Closing, or (ii) acquired by a Holder following the Closing to the extent that such securities are "restricted securities" (as defined in Rule 144 under the Securities Act) or are otherwise held by an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company, and (c) any other equity security of the Company issued or issuable with respect to any such share of Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; *provided*, *however*, that the applicable Holder has completed and delivered to the Company a Selling Stockholder Notice and Questionnaire annexed hereto as Exhibit A*; provided further*, *however*, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged by the applicable Holder in accordance with such Registration Statement; (B) such securities shall have ceased to be outstanding; (C) the earlier of (x) the three year anniversary of this Agreement and (y) the date after which such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) with no restrictions other than current public information requirements specified therein with respect to the Company; or (D) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction, at all times in compliance with applicable local, state and federal securities and broker-dealer laws, rules and regulations.

"***Registration***" shall mean a registration, including an Underwritten Shelf Takedown, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Expenses***" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(a) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Common Stock is then listed;

(b) fees and expenses of compliance with securities or blue sky laws (including reasonable and customary fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(c) printing, messenger, telephone and delivery expenses;

(d) reasonable fees and disbursements of counsel for the Company;

(e) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(f) reasonable fees and expenses of one (1) legal counsel (and any local or foreign counsel) selected by (i) in the case of an Underwritten Shelf Takedown pursuant to Section 2.02, a majority-in-interest of the Holders initiating an Underwritten Shelf Takedown (including, without limitation, a Block Trade or Other Coordinated Offering), as applicable, or (ii) in the case of a Registration under Section 2.04 initiated by the Company for its own account or that of a Company stockholder other than pursuant to rights under this Agreement, a majority-in-interest of participating Holders.

"***Registration Statement***" shall mean any registration statement under the Securities Act that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Removed Shares***" shall have the meaning given in Section 2.06.

"***Resale Form S-1***" shall have the meaning given in Section 2.01(a).

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***SemaConnect***" shall have the meaning given in the Recitals hereto.

"***SemaConnect Common Stock***" means SemaConnect's Common Stock, par value $0.001 per share.

"***SemaConnect Option***" means each option to purchase SemaConnect Common Stock granted under any employee stock option plan or arrangement of SemaConnect.

"***SemaConnect Preferred Stock***" means SemaConnect's Preferred Stock, par value $0.001 per share.

"***SemaConnect Holders***" shall have the meaning given in the Preamble hereto.

"***SemaConnect Securities***" means SemaConnect Common Stock, Company Preferred Stock and SemaConnect Options and shall be deemed to include the shares of Common Stock issuable in the Merger or in connection with the payment of any Option Cancellation Payment.

"***Shelf***" shall mean the Resale Form S-1, a Form S-3 Shelf or any Subsequent Shelf Registration, as the case may be.

"***Shelf Registration***" means a registration of securities pursuant to a registration statement filed with the SEC in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"***Subsequent Shelf Registration***" shall have the meaning given in Section 2.01(b).

"***Transfer***" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"***Underwritten Shelf Takedown***" shall have the meaning given in Section 2.01(a).

"***Withdrawal Notice***" shall have the meaning given in Section 2.03(c).

ARTICLE II.
REGISTRATIONS

Section 2.01 Shelf Registration. Filing. The Company shall as soon as reasonably practicable, but in any event within thirty (30) days after the Closing, file with the Commission a Registration Statement on Form S-3ASR or Form S-3 (the "***Form S-3 Shelf***"), or to the extent the Company is ineligible to use Form S-3ASR or Form S-3, a Registration on Form S-1 (the "***Resale Form S-1***"), covering, subject to Section 3.04(a), the public resale of all of the Registrable Securities (determined as of two (2) business days prior to such filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to cause such Shelf to be, become or be declared effective, as applicable, as soon as practicable after the filing thereof, but in no event later than the earlier of (i) the 60th calendar day (or as soon as reasonably practicable if the Commission notifies the Company that it will "review" the Shelf) following the Closing and (ii) the 3rd business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Following the filing of any Resale Form S-1, if applicable, the Company shall use its commercially reasonable efforts to convert the Resale Form S-1 (and any Subsequent Shelf Registration) to a Form S-3 Shelf as soon as reasonably practicable after the Company is eligible to use a Registration Statement on Form S-3. As soon as practicable following the effective date of a Registration Statement filed pursuant to this Section 2.01(a), but in any event within two (2) business days of such date, the Company shall notify the Holders (or a representative thereof) of the effectiveness of such Registration Statement. When deemed effective, a Registration Statement filed pursuant to this Section 2.01(a) (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain a Misstatement.

(b) Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.05, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration***") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. If a Subsequent Shelf Registration is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form. As soon as practicable following the effective date of a Subsequent Shelf Registration filed pursuant to this Section 2.01(b), but in any event within one (1) business day of such date, the Company shall notify the Holders of the effectiveness of such Subsequent Shelf Registration. When deemed effective, a Subsequent Shelf Registration filed pursuant to this Section 2.01(b) (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain a Misstatement.

Section 2.02 Intentionally Omitted.

Section 2.03 Underwritten Shelf Takedown.

(a) Underwritten Offering. At any time and from time to time following the effectiveness of a Shelf required bySection 2.01, any Holder may request to sell all or any portion of its or their Registrable Securities in an Underwritten Offering that is registered pursuant to such Shelf, including a Block Trade or Other Coordinated Offering (each, an "***Underwritten Shelf Takedown***"); *provided*, in each case, that the Company shall only be obligated to effect an Underwritten Offering if such offering shall include Registrable Securities proposed to be sold by the Holder(s) with a total offering price reasonably expected to exceed, in the aggregate, $10,000,000 (the "***Minimum Takedown Threshold***"). All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Offering. Promptly (but in any event within ten (10) days) after receipt of a request for Underwritten Shelf Takedown, the Company shall give written notice of the Underwritten Shelf Takedown to all other Holders of Registrable Securities and, subject to the provisions of Section 2.03(b), shall include in such Underwritten Shelf Takedown all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) business days after sending such notice to Holders. The Company shall enter into an underwriting agreement in a form as is customary in Underwritten Offerings of securities by the Company with the managing Underwriter or Underwriters selected by the Holders requesting such Underwritten Shelf Takedown (which managing Underwriter or Underwriters shall be subject to approval of the Company, which approval shall not be unreasonably withheld) and shall take all such other reasonable actions as are requested by the managing Underwriter or Underwriters in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms of this Agreement. In connection with any Underwritten Shelf Takedown contemplated by this Section 2.02, subject to Section 3.04 and Article IV, the underwriting agreement into which each Holder and the Company shall enter shall contain such representations, covenants, indemnities and other rights and obligations as are customary in underwritten offerings of securities by the Company. Notwithstanding any other provision of this Agreement to the contrary, the Holders may demand not more than two (2) Underwritten Shelf Takedowns pursuant to this Section 2.02 in any 12-month period; *provided, however*, that the foregoing limitations shall not apply to Block Trades or an Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, the Company may effect an Underwritten Shelf Takedown pursuant to any then effective Registration Statement, including a Form S-3ASR, that is then available for such offering.

(b) Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration, in good faith, advises the Company in writing, in its or their opinion, that the dollar amount or number of Registrable Securities that the Holders desire to sell, taken together with all other Common Stock or other equity securities that the Company desires to sell for its own account and the shares of Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders of the Company or by Company Insiders, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Holders and Company Insiders (pro rata based on the respective number of Registrable Securities that each Holder or Company Insider has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Holders and Company Insiders have requested be included in such Underwritten Registration (such proportion is referred to herein as "***Pro Rata***")) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), shares of Common Stock or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), shares of Common Stock or other equity securities of other Persons that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such Persons and that can be sold without exceeding the Maximum Number of Securities.

(c) Withdrawal. A Holder shall have the right to withdraw all or a portion of its Registrable Securities included in an Underwritten Shelf Takedown pursuant toSection 2.02 for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of its intention to so withdraw (a "***Withdrawal Notice***") at any time prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Offering or Underwritten Shelf Takedown; *provided, however*, that upon withdrawal of an amount of Registrable Securities included by the Holders in such Underwritten Shelf Takedown, the Company shall cease all efforts to secure effectiveness of the Registration Statement or complete the Underwritten Offering; *provided* that any Holder may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the remaining Holders. If withdrawn, such requested Underwritten Shelf Takedown shall constitute a demand for an Underwritten Shelf Takedown for purposes of Section 2.03. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Underwritten Shelf Takedown.

(d) Expenses. Notwithstanding anything to the contrary in this Agreement, any Holder that has requested an Underwritten Shelf Takedown or that has elected to participate in an Underwritten Shelf Takedown shall be responsible for its Pro Rata portion of the Registration Expenses to be borne by the Holders incurred in connection with such Underwritten Shelf Takedown.

Section 2.04 Piggyback Registration.

(a) Piggyback Rights. If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for the account of stockholders of the Company, other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing stockholders or pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) filed in connection with an "at-the-market" offering or (v) for a dividend reinvestment plan or a rights offering, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, (including whether such registration will be pursuant to a shelf registration statement), and the proposed price and name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such Registration a "***Piggyback Registration***"). The Company shall, in good faith, cause such Registrable Securities identified in a Holder's response notice described in the foregoing sentence to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering, if any, to permit the Registrable Securities requested by the Holders pursuant to this Section 2.04(a) to be included in a Piggyback Registration on the same terms and conditions as any similar securities of Company stockholder(s) for whose account such Registration Statement is to be filed included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this Section 2.04(a), subject to Section 3.04 and Article IV, shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company or the Holders as provided in **Error! Reference source not found.** or Section 2.01(a). For purposes of thisSection 2.04, the filing by the Company of an automatic shelf registration statement for offerings pursuant to Rule 415(a) that omits information with respect to any specific offering pursuant to Rule 430B shall not trigger any notification or participation rights hereunder until such time as the Company amends or supplements such Registration Statement to include information with respect to a specific offering of securities (and such amendment or supplement shall trigger the notice and participation rights provided for in this Section 2.04).

(b) Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that, in its or their opinion, the dollar amount or

number of the shares of Common Stock of Persons other than the Holders of Registrable Securities hereunder that desire to sell, taken together with (i) the Registrable Securities as to which registration has been requested pursuant to this Section 2.04, and (iii) the shares of Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, the Company shall include in any such Registration (A) first, Common Stock or other equity securities, if any, of such requesting Persons, the Holders of Registrable Securities and Company Insiders, pro rata based on the number of Registrable Securities that each requesting Person, Holder or Company Insider has requested be included in such Underwritten Registration, which can be sold without exceeding the Maximum Number of Securities; and (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), Common Stock or other equity securities for the account of other Persons that the Company is obligated to register pursuant to separate written contractual arrangements with such Persons, which can be sold without exceeding the Maximum Number of Securities.

(c) Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw all or any portion of its Registrable Securities in a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw such Registrable Securities from such Piggyback Registration prior to (a) in the case of a Piggyback Registration not involving an Underwritten Offering or Underwritten Shelf Takedown, the effectiveness of the applicable Registration Statement, or (b), in the case of any Piggyback Registration involving an Underwritten Offering or any Underwritten Shelf Takedown, prior to the filing of the applicable "red herring" prospectus or prospectus supplement used to market such Underwritten Offering or Underwritten Shelf Takedown. The Company (whether on its own good faith determination or as the result of a request for withdrawal by Persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.03(c)), any Holder that has requested to include its Registrable Securities in a Piggyback Registration shall be responsible for its Pro Rata portion of the Registration Expenses incurred in connection with such Piggyback Registration; *provided, however*, that if an effective Shelf is not available for resales of Registrable Securities pursuant to Section 2.01 of this agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Piggyback Registration.

(d) Piggyback Registration Rights Expiration. The rights granted to the Holders of Registrable Securities under this Section 2.04 shall expire on the second anniversary of this Agreement. For purposes of clarity, any Registration effected pursuant to this Section 2.04 shall not be counted as a Registration pursuant to an Underwritten Shelf Takedown effected under Section 2.03(a).

Section 2.05 Block Trades; Other Coordinated Offerings.

(a) Notwithstanding any other provisions of this Article II, and subject to Section 3.05, at any time and from time to time when an effective Shelf is on file with the SEC and effective, if a Holder wishes to engage in (a) a Block Trade or (b) a registered direct offering pursuant to a Registration Statement and through a broker, sales agent or distribution agent, whether as agent or principal in each case with a total offering price reasonably expected to exceed, in the aggregate, $10,000,000 (an "***Other Coordinated Offering***"), then notwithstanding any time periods provided for in this Article II, such Holder shall provide written notice to the Company at least three (3) business days prior to the day such Block Trade or Other Coordinated Offering is to commence and the Company shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; *provided* that the Holders engaging in such Block Trade or Other Coordinated Offering shall use their commercially reasonable efforts to work with the Company and any Underwriters or placement agents or sales agents (including by disclosing the maximum number of Registrable Securities proposed to be the subject of such Block Trade or Other Coordinated Offering) in order to facilitate preparation of the Registration Statement, Prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering and any related due diligence and comfort procedures. In the event of a Block Trade, and after consultation with the Company, the Holders shall determine the Maximum Number of Securities, the underwriter or underwriters (which shall consist of one or more reputable nationally recognized investment banks) and share price of such offering.

(b) Prior to the filing of the applicable "red herring" Prospectus or Prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority-in-interest of the Holders initiating such Block Trade or Other Coordinated Offering shall have the right to submit a Withdrawal Notice to the Company and the Underwriter or Underwriters or placement agents or sales agents (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, the Holders shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to and including its withdrawal under this Section 2.02(b). Notwithstanding anything to the contrary in this Agreement, Section 2.04 hereof shall not apply to a Block Trade or Other Coordinated Offering initiated by a Holder pursuant to this Agreement.

Section 2.06 Rule 415; Removal. If at any time the Commission takes the position that the offering of some or all of the Registrable Securities in a Form S-3 Shelf filed pursuant to this Article II is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (*provided, however*, that the Company shall be obligated to use diligent efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the Commission Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09) or requires a Holder to be named as an "underwriter," the Company shall promptly notify each Holder of Registrable Securities thereof (or in the case of the Commission requiring a Holder to be named as an "underwriter," such Holder) and use commercially reasonable efforts to persuade the Commission that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415. In the event that the Commission refuses to alter its position, the Company shall (a) remove from such Registration Statement such portion of the Registrable Securities (the "***Removed Shares***") and/or (b) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the Commission may require to assure the Company's compliance with the requirements of Rule 415; *provided, however*, that the Company shall not agree to name any Holder as an "underwriter" in such Registration Statement without the prior written consent of such Holder and, if the Commission requires such Holder to be named as an "underwriter" in such Registration Statement, notwithstanding any provision in this Agreement to the contrary, the Company shall not be under any obligation to include any Registrable Securities of such Holder in such Registration Statement. In the event of a share removal pursuant to this Section 2.06, the Company shall give the applicable Holders at least five (5) days' prior written notice along with the calculations as to such Holder's allotment. Any removal of shares of the Holders pursuant to this Section 2.06 shall first be applied to Holders other than the Holders with securities registered for resale under the applicable Registration Statement and thereafter allocated between the Holders on a Pro Rata basis based on the aggregate amount of Registrable Securities held by such Holders. In the event of a share removal of the Holders pursuant to this Section 2.06, the Company shall promptly register the resale of any Removed Shares pursuant to Section 2.01(b) hereof.

ARTICLE III.
COMPANY PROCEDURES

Section 3.01 General Procedures. If the Company is required to effect the Registration of Registrable Securities, the Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

(a) prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities;

(b) prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities

covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus or are no longer outstanding;

(c) prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders; *provided*, that the Company will not have any obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system;

(d) prior to any public offering of Registrable Securities, but in any case no later than the effective date of the applicable Registration Statement, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company or otherwise and do any and all other acts and things that may be necessary or advisable, in each case, to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; *provided*, *however*, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

(e) cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

(f) provide a transfer agent and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

(g) promptly furnish to each seller of Registrable Securities covered by such Registration Statement such number of conformed copies of such Registration Statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the Prospectus contained in such Registration Statement (including each preliminary Prospectus and any summary Prospectus) and any other Prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents as such seller may reasonably request;

(h) advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of any request by the Commission that the Company amend or supplement such Registration Statement or Prospectus or of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or Prospectus or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to amend or supplement such Registration Statement or Prospectus or prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued, as applicable;

(i) notify each Holder of Registrable Securities covered by such Registration Statement, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed;

(j) at least five (5) business days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or the Exchange Act, as applicable), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

(k) notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event or the existence of any condition as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, or in the opinion of counsel for the Company it is necessary to supplement or amend such Prospectus to comply with law, and then to correct such Misstatement or include such information as is necessary to comply with law, in each case as set forth in Section 3.05 hereof;

(l) permit a representative of the Holders, the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such Person's own expense, in the preparation of any Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with such Registration Statement; *provided*, *however*, that, if requested by the Company, such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

(m) obtain a "comfort letter" (including a bring-down letter dated as of the date the Registrable Securities are delivered for sale pursuant to such Registration) from the Company's independent registered public accountants in the event of an Underwritten Offering or Underwritten Shelf Takedown, in customary form and covering such matters of the type customarily covered by "comfort letters" as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders and the managing Underwriter;

(n) on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain (i) an opinion and negative assurance letter, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to the managing Underwriter and (ii) a customary opinion to the transfer agent reasonably satisfactory to the transfer agent for the removal of any restricted legends and the transfer of the Registrable Securities to be delivered for sale;

(o) in the event of any Underwritten Offering or Underwritten Shelf Takedown, enter into and perform its obligations under an underwriting agreement or other agreement, in usual and customary form, with the managing Underwriter of such Underwritten Offering or Underwritten Shelf Takedown;

(p) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and to make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and the rules and regulations thereunder, including Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

(q) with respect to an Underwritten Offering or Underwritten Shelf Takedown pursuant toSection 2.02, use its commercially reasonable efforts to make available

senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter(s) in any such Underwritten Offering; and

(r) otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter or other sales agent or placement agent if such Underwriter or other sales agent or placement agent has not then been named with respect to the applicable Underwritten Offering or Other Coordinated Offering that is registered pursuant to a Registration Statement.

Section 3.02 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

Section 3.03 Stock Distributions. If the Company shall receive a request from a Holder of Registrable Securities to effectuate a pro rata in-kind distribution or other similar transfer for no consideration of such Registrable Securities pursuant to such Registration to its members, partners or stockholders, as the case may be, then the Company shall deliver or cause to be delivered to the transfer agent and registrar for the Registrable Securities an opinion of counsel to the Company reasonably acceptable to such transfer agent and registrar that any legend referring to the Securities Act may be removed upon such distribution or other transfer of such Registrable Securities pursuant to such Registration. The Company's obligations hereunder are conditioned upon the receipt of a representation letter reasonably acceptable to the Company from such Holder regarding such proposed pro rata in-kind distribution or other similar transfer for no consideration of such Registrable Securities.

Section 3.04 Requirements for Participation in Underwritten Offerings

(a) The Holders of Registrable Securities shall provide such information as may reasonably be requested by the Company, or the managing Underwriter or placement agent or sales agent, if any, in connection with the preparation of any Registration Statement or Prospectus, including amendments and supplements thereto, in order to effect the Registration of any Registrable Securities under the Securities Act pursuant to Article II and in connection with the Company's obligation to comply with federal and applicable state securities laws. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide such information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the Registration and such Holder continues thereafter to withhold such information. The exclusion of a Holder's Registrable Securities as a result of this Section 3.04(a) shall not affect the registration of the other Registrable Securities to be included in such Registration.

(b) No Person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Company and (b) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

(c) Holders participating in an Underwritten Offering may, at their option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of the Underwriters shall also be made to and for the benefit of such Holders and that any or all of the conditions precedent to the obligations of such Underwriters shall also be made to and for the benefit of such Holders; provided, however, that the Company shall not be required to make any representations or warranties with respect to written information specifically provided by a Holder in writing for inclusion in the Registration Statement.

Section 3.05 Suspension of Sales; Adverse Disclosure.

(a) Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, or in the opinion of counsel for the Company it is necessary to supplement or amend such Prospectus to comply with law, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement or including the information counsel for the Company believes to be necessary to comply with law (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice such that the Registration Statement or Prospectus, as so amended or supplemented, as applicable, will not include a Misstatement and complies with applicable law), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed.

(b) Subject to Section 3.05(d), if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (i) require the Company to make an Adverse Disclosure, (ii) require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, or (iii) in the good faith judgment of the majority of the Board such Registration would cause serious and irreparable harm to the Company and the majority of the Board concludes as a result that it is essential to defer such filing, initial effectiveness or continued use at such time (clause (ii) only, an "***Allowed Delay***"), the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, determined in good faith by the Chief Executive Officer of the Company or the Board to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.05.

(c) Subject to Section 3.05(d), during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date ninety (90) days after the effective date of, a Company-initiated Registration and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Shelf, or if, pursuant to Section 2.02 Holders have requested an Underwritten Shelf Takedown and the Company and such Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.02.

(d) The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant toSection 3.05(b) or a registered offering pursuant to Section 3.05(c) shall be exercised by the Company for not more than (i) sixty (60) consecutive calendar days in any case or (ii) ninety (90) total calendar days, in the aggregate, during any twelve (12)-month period.

Section 3.06 Market Stand-Off. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade or Other Coordinated Offering), each Holder that participates in such Underwritten Offering pursuant to the terms of this Agreement hereby agrees that it shall not Transfer any shares of Common Stock or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the 60-day period beginning on the date of pricing of such offering or such shorter period during which the Company agrees with the Underwriters managing the offering not to conduct an underwritten primary offering of Common Stock, except in the event the Underwriters managing the offering otherwise agree by written consent. Each such participating Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such participating Holders).

Section 3.07 Covenants of the Company. As long as any Holder shall own Registrable Securities, the Company hereby covenants and agrees that:

(a) The Company will not file any Registration Statement or Prospectus included therein or any other filing or document (other than this Agreement) with the Commission that refers to any Holder of Registrable Securities by name or otherwise without the prior written approval of such Holder, which may not be unreasonably withheld, unless required by applicable law or the Commission Guidance;

(b) As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings, provided that any documents publicly filed or furnished with the Commission pursuant to the Commission's EDGAR System (or any successor thereto) shall be deemed to have been furnished to the Holders pursuant to this Section 3.07(b). The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

(c) Upon request of a Holder, the Company shall (i) authorize the Company's transfer agent to remove any legend on share certificates of such Holder's Common Stock restricting further transfer (or any similar restriction in book entry positions of such Holder) if such restrictions are no longer required by the Securities Act or any applicable state securities laws or any agreement with the Company to which such Holder is a party, including if such shares subject to such a restriction have been sold pursuant to a Registration Statement, (ii) request the Company's transfer agent to issue in lieu thereof shares of Common Stock without such restrictions to the Holder upon, as applicable, surrender of any stock certificates evidencing such shares of Common Stock or to update the applicable book entry position of such Holder so that it no longer is subject to such a restriction, and (iii) use commercially reasonable efforts to cooperate with such Holder to have such Holder's shares of Common Stock transferred into a book entry position at The Depository Trust Company, in each case, subject to delivery of customary documentation, including any documentation required by such restrictive legend or book entry notation.

(d) Until the second anniversary of the execution of this Agreement, in the event the Company enters into any agreement with (a) any current holder of any securities of the Company or (b) any future holder of securities of the Company that becomes a holder through the receipt of shares as acquisition consideration, that provides registration rights that are or superior to the rights granted to the Holders pursuant to this Agreement, such registration rights that are superior to the rights granted to the Holders pursuant to this Agreement shall, at the option of any Holder hereunder, apply to such Holder in lieu of the registration rights granted under this agreement.

ARTICLE IV.
INDEMNIFICATION AND CONTRIBUTION

Section 4.01 Indemnification.

(a) The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors and agents and each Person who controls such Holder (within the meaning of the Securities Act) from and against all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) or actions or proceedings, whether commenced or threatened, in respect thereof (collectively, "***Claims***"), resulting from any Misstatement or alleged Misstatement contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto, except insofar as the Claim arises out of or is based on any Misstatement or alleged Misstatement made in such filing in reliance upon and in conformity with information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

(b) In connection with any Registration Statement in which a Holder of Registrable Securities is participating, the Company may require that, as a condition to including any Registrable Securities in any Registration Statement or Prospectus, the Company shall have received an undertaking reasonably satisfactory to it from such Holder, to indemnify the Company, its directors and officers and agents and each Person who controls the Company (within the meaning of the Securities Act) from and against Claims resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such Holder expressly for use therein. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each Person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company. If any Underwriter shall require any Holder of Registrable Securities to provide any indemnification other than that provided in this Section 4.01(b), such Holder may elect not to participate in such Underwritten Offering (but shall not have any claim against the Company as a result of such election). For the avoidance of doubt, the obligation to indemnify under this Section 4.01(b) shall be several, not joint and several, among the Holders of Registrable Securities, and the total indemnification liability of a Holder under this Section 4.01(b) shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement.

(c) Any Person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any Claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such Claim, permit such indemnifying party to assume the defense of such Claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without the indemnifying party's consent; *provided* that such consent shall not be unreasonably withheld. An indemnifying party who is not entitled to, or elects not to, assume the defense of a Claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such Claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such Claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault or culpability on the part of such indemnified party or does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such Claim or litigation.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, partners, stockholders or members, employees, agents, investment advisors or controlling Person of such indemnified party and shall survive the Transfer of Registrable Securities. The Company and each Holder of Registrable Securities participating in a Registration also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

(e) If the indemnification provided under Section 4.01 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, Claims, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Claims (a) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties, on the one hand, and the indemnified party or parties, on the other hand, from the offering of the Registrable Securities or (b) if the allocation provided by clause (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (a) above but also to reflect the relative fault of the indemnifying party or parties in connection with the statements or omissions that resulted in such Claims, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; *provided*, *however*, that the liability of any Holder or any director, officer, agent or controlling Person thereof under this Section 4.01(e) shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 4.01(a), Section 4.01(b) and Section 4.01(c) above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.01(e) were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.01(e). No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.01(e) from any Person who was not guilty of such fraudulent misrepresentation.

ARTICLE V.
MISCELLANEOUS

Section 5.01 Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iv) when delivered by email (in each case in this clause (iv), solely if receipt is confirmed, but excluding any automated reply, such as an out-of-office notification), addressed as follows:

If to the Company, to:

Blink Charging Co.
605 Lincoln Road, 5th Floor
Miami Beach, Florida 33139
Attention: Brendan S. Jones, President and COO
Email: BJones@BlinkCharging.com

with copies to (which shall not constitute notice):

Blink Charging Co.
605 Lincoln Road, 5th Floor
Miami Beach, FL 33139
Attention: Aviv Hillo, Esq., General Counsel
Email: AHillo@BlinkCharging.com

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attention: Spencer G. Feldman, Esq.
Email: SFeldman@olshanlaw.com

or to such other address or addresses as the Company, as applicable, may from time to time designate in writing. If to any Holder, to such address (i) opposite each such Holder's name on its or his or her signature page hereto, (ii) indicated on the records of the Company or SemaConnect with respect to such Holder or (iii) to such other address or addresses as such Holder may from time to time designate in writing. Copies delivered solely to outside counsel shall not constitute notice.

Section 5.02 Assignment; No Third Party Beneficiaries.

(a) This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

(b) Prior to the expiration of any lock-up period in connection with the Business Combination, no Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee.

(c) Subject to Section 5.02(b), a Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, to any Person to whom it Transfers Registrable Securities, provided that such Registrable Securities remain Registrable Securities following such Transfer and such Person agreed to become bound by the terms and provisions of this Agreement in accordance with Section 5.02(f).

(d) This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

(e) This Agreement shall not confer any rights or benefits on any Persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.02 hereof.

(f) No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.01 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.02 shall be null and void.

Section 5.03 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

Section 5.04 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THE AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 5.05 Amendments and Modifications. Upon the written consent of (a) the Company (on or after the Closing), on the one hand, and (b) the Holders of a majority of the total Registrable Securities, on the other hand, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that in the event any such waiver, amendment or modification would be adverse in any material respect to the material rights or obligations hereunder of a Holder, the written consent of such Holder will also be required; provided further that in the event any such waiver, amendment or modification would be disproportionate and adverse in any material respect to the material rights or obligations hereunder of a Holder, the written consent of such Holder will also be required. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

Section 5.06 Termination of Existing Registration Rights. The registration rights granted under this Agreement shall supersede any registration, qualification or similar rights of the Holders with respect to any shares or securities of the Company or SemaConnect granted under any other agreement, any of such preexisting registration, qualification or similar rights and such agreements shall be terminated and of no further force and effect.

Section 5.07 Holder Information; Aggregation of Registrable Securities. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder. All Registrable Securities held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights and applicability of any obligations under this Agreement.

Section 5.08 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

Section 5.09 Specific Performance. The parties hereto agree that irreparable damage could occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific enforcement of the terms and provisions of this Agreement, in addition to any other remedy to which any party is entitled at law, in equity or under this Agreement. In the event that any action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waive any requirement for the securing or posting of any bond in connection therewith.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

BLINK CHARGING CO.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

SEMACONNECT HOLDER

[●]

By: _____
Name:
Title:

Exhibit 10.2

June 15, 2022

Mahi Reddy

Re: Offer of Employment

Dear Mahi,

Blink Charging Co. ("**Blink**"), through its wholly-owned subsidiary SemaConnect, LLC (the "**Company"** or "**SemaConnect**"), is pleased to offer you the position of Chief Executive Officer of SemaConnect ("**CEO of SemaConnect**"). Your appointment is subject to approval by the Board of Directors of both the Company (the "**Board**") and Blink, and your compensation package, as outlined herein, is subject to the recommendation of Blink's Compensation Committee ("**Compensation Committee**"). Your Employment Start Date will be the day immediately following the Closing Date (as such term is defined in the Merger Agreement between Blink and SemaConnect, Inc. dated June 13, 2022).

Base Salary. Your starting annual base salary will be $31,250 per month ($375,000 annually), less applicable taxes, deductions, and withholdings, to be paid monthly and subject to an annual review ("**Base Salary**"). You will be paid on the Company's regularly scheduled payday.

Blink Board Position. You will be nominated for appointment to Blink's Board as an Inside Director. Further, you agree to accept such nomination and serve on Blink's Board for the duration of the term for which you are elected. You acknowledge that there is no compensation for serving as an Inside Director on the Board.

SemaConnect India. In addition to the aforementioned responsibilities, you agree to continue your employment as a Director of SemaConnect India and continue to receive your monthly management fee of
$2,600.

Annual Performance Bonus. Each year, you and the Company will collaborate to establish periodic Key Performance Indicators to evaluate your performance and achievements ("**KPIs**"). If you achieve your pre- established KPIs during the relevant timeframe, you will be eligible to receive a cash bonus of up to fifty percent (50%) of your current Base Salary, less applicable taxes, deductions, and withholdings (the "**Performance Bonus**"). Any failure to establish KPIs, which is not the fault of Company, will exclude you from eligibility for the Performance Bonus. To qualify for the Performance Bonus, you must meet the relevant KPIs for the twelve (12) months preceding the date your Performance Bonus is considered to be paid.

Equity Awards. You will be entitled to receive equity awards (the "**Equity Awards**") under Blink's 2018 Incentive Compensation Plan (the "**Incentive Plan**"). The total aggregate annual award value under the Incentive Plan will be up to fifty percent (50%) of your current Base Salary (the "**Grant**"), and such award value may be adjusted from time to time. The entire Grant will be in the form of Blink's Restricted Common Stock (the "**RCSs**"). The Equity Award shall vest in equal one-third (1/3) increments beginning on each anniversary of its grant date. All Equity Awards shall be granted to you, provided that: (i) at the end of each applicable vesting date, the Company still employs you; and (ii) you satisfy the KPIs and other performance criteria established by the Incentive Plan. If Blink does not renew your employment Term (defined below) or offer a new position as outlined herein, the Equity Awards shall vest fully on the anniversary date of your Employment Start Date. Compensation Committee may decide at any time in the future to change the form of the Equity Awards, including granting Stock Options instead of all or a portion of the RCSs, any replacement shall be subject to the vesting schedule set forth herein, and all Stock Options shall expire five (5) years following their vesting. All Equity Awards, including any cash bonuses, will be granted on or about March 31st of each year.

Clawbacks. All Equity Awards are subject to Blink's Clawback Policy and such other policies that may be adopted in the future, including any guidelines established under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Benefits. The Company will pay for your cell phone plan and newspaper subscriptions, up to a combined total of five hundred dollars ($500). During the Term hereof, you may continue using the vehicle that the Company has previously leased and provided for you.

Business Expense Reimbursement. Upon presentation of appropriate documentation in accordance with the Company's expense reimbursement policies, the Company will reimburse you for reasonable business expenses incurred in connection with your employment. All expenses over $1,000 must be preapproved by Blink.

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 one hundred and sixty (160) hours, or twenty (20) days (based upon an eight-hour workday), per year.

Term and Termination. Your term of employment shall be one (1) year commencing on your Employment Start Date (the "**Term**"). Blink shall have the right to (i) renew your term of employment for an additional one (1) year term no later than (30) days prior to the end of the Term or (ii) offer a new position as a service provider on terms to be negotiated at such time. If Blink does not elect to renew your employment or offer a position as a service provider, you shall be entitled to three (3) months of your Base Salary as severance. Your term of service on Blink's Board shall begin upon your election and end upon the election of a new Board by Blink's Shareholders' meeting.

Termination by the Company for Cause. You may be terminated by the Company immediately and without notice for "**Cause**," which shall mean: (i) your willful material misconduct; (ii) your willful failure to materially perform your responsibilities to the Company; or (iii) your conduct or action that is prohibited under the policies of the Company, including, but not limited to, policies regarding sexual harassment, insider trading, corporate disclosure, substance abuse and conflicts of interest. The Company shall determine "Cause" after conducting a meeting where you can be heard on the topic.

Termination Without Cause. The Company may terminate your employment without Cause not earlier than three months past your Employment Start Date. ("**Termination Without Cause**"). Upon Termination Without Cause, the Company will continue paying your Base Salary for an additional number of months equal to the number of months you were employed with the company, not to exceed twelve (12) months. In all other situations regarding your termination (including resignation on your part), the following will terminate immediately: (i) all further vesting of your outstanding Equity Awards and bonuses; and (ii) all payments from the Company to you hereunder (except to amounts

already earned). The foregoing is your sole entitlement to severance payments and benefits in connection with the termination of your employment.

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: (i) the separation benefits (in place of any severance payments); (ii) all unpaid Base Salary amounts; (iii) and all outstanding and fully vested stock options and other Equity Awards.

Proprietary Agreement and No Conflict with Prior Agreements. As an employee of the Company, you will likely become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of the Company and/or 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 the Company. 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 the Company on or before your Employment Start Date. In addition, the Company 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 the Company shall not breach any agreement with any third party.

Obligations. During your employment, you shall devote your full business efforts and time to the Company. 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 the Company and/or Blink, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your employment duties. Any outside activities must comply with and, if required, be 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 the Company 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 the Company and/or Blink, including, without limitation, planning, developing, installing, marketing, selling, leasing, and providing services relating to electric vehicle charging stations.

Company and Blink Policy Documents. As part of your onboarding process, you will be provided copies of the Company's handbook which shall be considered the terms and conditions of your employment, including the Confidentiality, Non-Disclosure, and IP Ownership Agreement ("**Blink Documents**"), all of which must be returned to the Blink with signed consents and acknowledgments on or before your Employment Start Date.

Background Check. You represent that all information provided to the Company or its agents concerning your background is true and correct.

This offer of employment is conditioned upon the following: (i) your execution of this offer letter; (ii) signing the Blink Documents' acknowledgment forms; and (iii) you submitting to and passing a Company administered drug and background check before commencing your employment. We look forward to you joining the Company. Please indicate your acceptance of this offer by signing below and returning an executed copy of this offer to me at your earliest convenience.

Very truly yours,

Michael D. Farkas
CEO & Executive Chair Blink Charging Co.

I accept this offer of employment with SemaConnect, LLC and agree to the terms and conditions outlined in this letter.

/s/ Mahi Reddy
Mahi Reddy

June 15, 2022
Date

Employment Start Date

SEMACONNECT, LLC

By */s/ Michael D. Farkas*
Michael D. Farkas
Authorized Person

BLINK CHARGING CO.

By */s/ Michael D. Farkas*
Michael D. Farkas
CEO & Executive Chair

Exhibit 99.1

Blink Charging Announces Closing of the Acquisition of EV Charging Leader SemaConnect

- *The acquisition adds nearly 13,000 EV chargers, an additional 3,800 site host locations and more than 150,000 registered EV driver members to Blink's existing footprint.*
- *In-house manufacturing and US-based assembly brings Blink in compliance with the Biden Administration Buy American initiatives*

Miami Beach, FL – *June 21, 2022* – Blink Charging Co. (Nasdaq: BLNK, BLNKW) ("Blink"), a leading owner, operator, and provider of electric vehicle (EV) charging equipment and services, today announced it has completed its previously announced acquisition of SemaConnect, Inc., a leading provider of EV charging infrastructure solutions in North America, for a combination of cash and shares of its common stock. The transaction added nearly 13,000 EV chargers to Blink's existing footprint, an additional 3,800 site host locations, and more than 150,000 registered EV driver members.

Blink Charging is now the only EV charging company to offer complete vertical integration from research & development and manufacturing to EV charger ownership and operations. This vertical integration creates unparalleled opportunities for Blink to control its supply chain and accelerate its go-to-market speed from more than 10,000 EV chargers today scaling to 50,000 per year, while reducing operating costs.

Blink will benefit from SemaConnect's in-house research & development, hardware design, and manufacturing capabilities. SemaConnect's manufacturing facility in Maryland will allow Blink to comply with the Buy American mandates and positions Blink to significantly capitalize on the $7.5 billion Biden Administration EV infrastructure bill and assist with the Administration's goal to build out the first-ever national network of 500,000 EV chargers along America's highways and in communities. This acquisition positions Blink to assist the Administration's development of a national EV charging network that provides interoperability among different charging companies and is user-friendly, reliable, and accessible to all Americans.

"Our speed in closing this deal is the first signal of the integrations and opportunities we can leverage from SemaConnect's robust hardware product line-up. This allows Blink to rapidly bring to market leading EV charging hardware complemented with our advanced software, including our multi-language and multi-currency network," said Michael D. Farkas, Founder and CEO of Blink Charging. "In addition, we are particularly enthused about finalizing and bringing to market the DCFC charger being developed by SemaConnect. Capitalizing on these efforts allows Blink to significantly accelerate our DCFC speed to market while drastically reducing our R&D costs," said Mr. Farkas.

Blink intends to transition SemaConnect's chargers to a single state-of-the-art network developed by a joint engineering team, which nearly doubled with the acquisition. The addition of the SemaConnect hardware further accelerates Blink's expansion across multiple municipalities and geographies, including California, where SemaConnect chargers already comply with local requirements for swipe credit card functionality.

Founded in 2008, SemaConnect is a market leader with a diverse suite of products, including Level 2 and DC Fast chargers, and charging-as-a-service program which provides a full package of EV charging solutions. SemaConnect's hardware and software solutions reach a wide range of critical EV charging customers across municipal, parking, multifamily, hotel, office, retail and commercial in the U.S. and Canada. Major customers include CBRE, JLL, Hines, Greystar, AvalonBay Communities, Cisco Systems, General Electric, among others.

SemaConnect executives will continue working for SemaConnect, a Blink group company. Mahi Reddy, SemaConnect's Chief Executive Officer, and Marc Pastrone, its Chief Operating Officer, signed new employment offer letters and will remain in their positions. Harsha Kollaramajalu, SemaConnect's Chief Technology Officer, will join Blink as its Executive Vice President, Head of Global Manufacturing.

"With the acquisition of SemaConnect and Blink's recent past acquisitions, including EB Charging and Blue Corner in Europe, we have significantly expanded and strengthened our position as a global leader in the EV space," said Mr. Farkas.

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ABOUT BLINK CHARGING

Blink Charging Co. (Nasdaq: BLNK, BLNKW), a leader in electric vehicle (EV) charging equipment, has deployed over 48,000 charging ports across 19 countries, many of which are networked EV charging stations, enabling EV drivers to easily charge at any of Blink's charging locations worldwide. Blink's principal line of products and services include the Blink EV charging network ("Blink Network"), EV charging equipment, EV charging services, and the products and services of recent acquisitions, including Blue Corner and BlueLA. The Blink Network uses proprietary, cloud-based software that operates, maintains, and tracks the EV charging stations connected to the network and the associated charging data. With global EV purchases forecasted to rise to 10 million vehicles by 2025 from approximately 2 million in 2019, Blink has established key strategic partnerships for rolling out adoption across numerous location types, including parking facilities, multifamily residences and condos, workplace locations, health care/medical facilities, schools and universities, airports, auto dealers, hotels, mixed-use municipal locations, parks and recreation areas, religious institutions, restaurants, retailers, stadiums, supermarkets, and transportation hubs. For more information, please visit https://www.blinkcharging.com/.

Forward-Looking Statements

This press release contains forward-looking statements as defined within Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements, along with terms such as "anticipate," "expect," "intend," "may," "will," "should," and other comparable terms, involve risks and uncertainties because they relate to events and depend on circumstances that will occur in the future. Those statements include statements regarding the intent, belief, or current expectations of Blink Charging and members of its management, as well as the assumptions on which such statements are based. Prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, including risks related to the acquisition of SemaConnect, as well as Blink Charging's ability to integrate the acquired business within expected timeframes and to achieve the revenue, cost savings and earnings levels from such acquisition at or above the levels projected, and those other risks described in Blink Charging's periodic reports filed with the SEC, and that actual results may differ materially from those contemplated by such forward-looking statements. Except as required by federal securities law, Blink Charging undertakes no obligation to update or revise forward-looking statements to reflect changed conditions.

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