

**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): August 27, 2024

BLINK CHARGING CO.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

001-38392
(Commission
File Number)

03-0608147
(IRS Employer
Identification No.)

5081 Howerton Way, Suite A
Bowie, Maryland
(Address of Principal Executive Offices)

20715
(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

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.

August 27, 2024

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

Retirement of Brendan Jones as President and Chief Executive Officer

Blink Charging Co. (the "Company") is reporting that Brendan Jones, the Company's President and Chief Executive Officer, informed the Board of Directors of the Company (the "Board") on August 27, 2024, that he will step down from his role as the Company's President and Chief Executive Officer and will retire from the Company effective January 31, 2025. Mr. Jones will be retiring after five years with the Company to pursue personal interests and not due to a disagreement with the Company's management or Board. Mr. Jones will continue to serve as a director on the Board following his retirement on January 31, 2025.

From February 1, 2025 through July 31, 2025, Mr. Jones will remain employed by the Company as an Executive Advisor and will assist with the transition of his responsibilities to his successor and provide other services as needed. In connection with Mr. Jones' planned transition, upon the recommendation of the Company's Compensation Committee, the Company and Mr. Jones have entered into the Executive Advisor Employment Agreement (the "Advisor Agreement") as approved by the Board on August 27, 2024. Pursuant to the Advisor Agreement:

- Mr. Jones will serve as an Executive Advisor of the Company from February 1, 2025 through July 31, 2025, with an option to extend such term for an additional six months subject to approval by the Company’s Board and management team (the “Advisory Period”);
- Mr. Jones’ base salary will be \$14,583 per month;
- Mr. Jones’ role as Executive Advisor will include supporting the Company’s business, strategic objectives and other matters as reasonably requested by the Board or Mr. Jones’ successor;
- Mr. Jones’ outstanding unvested equity awards on the date of his retirement will continue to vest during and following the Advisory Period, and accordingly will receive similar treatment as other equity holders regarding such equity awards in the event of a change in control of the Company during and following the Advisory Period; and
- Mr. Jones will continue to have access to coverage under the Company’s employee benefit plans, including the Company’s health insurance plans, during the Advisory Period subject to any limitations in those plans.

The foregoing is a summary description of the terms and conditions of the Advisor Agreement and is qualified in its entirety by reference to the Advisor Agreement, a copy of which is filed as Exhibit 10.1 to this report and incorporated herein by reference.

Appointment of Michael Battaglia as President and Chief Executive Officer

The Company is also reporting that the Board has appointed Michael Battaglia to serve as the successor to Mr. Jones as the Company’s President and Chief Executive Officer effective February 1, 2025. A formal employment agreement between Mr. Battaglia and the Company will be finalized over the next few weeks.

Mr. Battaglia, age 53, is currently the Company’s Chief Operating Officer and has served in that position since September 2023. Mr. Battaglia joined the Company in July 2020 as the Vice President of Sales. In January 2021, Mr. Battaglia was promoted to Senior Vice President of Sales and Business Development and, in December 2022, he was promoted to Chief Revenue Officer. Prior to joining the Company, Mr. Battaglia served in various management positions for J.D. Power & Associates from March 2006 to July 2020, assisting dealerships and automotive OEMs improve operations by utilizing data-driven insights and conducting comprehensive analyses. Mr. Battaglia is an automotive and EV charging veteran with more than 25 years of experience in the industry and has expertise in building high performing sales and operations teams. Throughout his time with the Company, Mr. Battaglia has worked closely with the operations teams to streamline systems and processes related to order processing and fulfillment, customer support structures, and new product procurement, which has led to increases in the Company’s operational efficiency. Mr. Battaglia led the effort to implement Salesforce CRM, tying together field service and accounting functions globally for the Company. Additionally, Mr. Battaglia has led the Company’s sales and business development efforts for over three years, resulting in record-high sales and revenue each of the last three years. Mr. Battaglia received a B.S. degree in finance from the Carroll School of Management at Boston College.

There are no family relationships between any of the Company’s directors or officers and Mr. Battaglia that are required to be disclosed under Item 401(d) of Regulation S-K. There are no other arrangements or understandings between Mr. Battaglia and any other person pursuant to which Mr. Battaglia was appointed as President and Chief Executive Officer. Mr. Battaglia has not entered into any transactions with the Company that are required to be disclosed under Item 404(a) of Regulation S-K.

Item 7.01. Regulation FD Disclosure.

On August 28, 2024, the Company issued a press release announcing the management changes described in Item 5.02 of this report. A copy of the press release covering such announcement is attached as Exhibit 99.1 to this report and is incorporated herein by reference.

The information contained in this Item 7.01, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, or incorporated by reference in any filing by the Company under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Executive Advisor Employment Agreement, dated August 27, 2024, by and between the Company and Brendan Jones.
99.1	Press Release of Blink Charging Co. dated August 28, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BLINK CHARGING CO.

Dated: August 30, 2024

By: /s/ Michael P. Rama
 Name: Michael P. Rama
 Title: Chief Financial Officer

August 27, 2024

Dear Brendan Jones,

Re: Executive Advisor Employment

Blink Charging Co. (“**Blink**”) is pleased to offer you the position of Executive Adviser. Your appointment is subject to approval by the Board of Directors (the “**Board**”) and Blink’s Chief Financial Officer and General Counsel. Your new Employment Start Date will commence on February 1st, 2025 (the “**Start Date**”), which is the day after your CEO and President employment agreement dated May 1st, 2023 (“**CEO Agreement**”) is terminated, which currently is set to terminate on January 31st, 2025. You will be reporting to the Company’s President and CEO. Your appointment is for six months until July 31, 2025 (the “**Term**”) with a potential additional 6-month extension. The extension must be approved by Senior Management and the Board.

As Executive Advisor you agree to perform assigned duties and responsibilities as directed by the Company’s President/CEO or the Board, which may include some tasks relevant to your former position as the President and CEO of Blink Charging and your expertise in the electric vehicle charging industry.

Upon adding your signature at the bottom, this offer-letter will constitute an employment agreement between you and the Company (the “**Agreement**”). The Company and you agree that your CEO Agreement, including all its terms and conditions will remain in full force and effect until the day it terminates (01/31/2025). After the expiration of the CEO Agreement, you will no longer be entitled to any payments, benefits or other rights under the CEO Agreement, except for those accrued during the period the CEO Agreement was in effect, which include your annual bonus as CEO for 2024 and one month of the 2025 annual bonus (1/12 of the annual bonus).

Base Salary. During the Term, your starting annual base salary will be \$14,583 per month (based on \$175,000 annually), less applicable taxes, deductions, and withholdings, to be paid twice monthly and subject to a 6-month review (“**Base Salary**”). You will be paid on the Company’s regularly scheduled payday.

Blink Board Position. You have been serving on the Company’s Board as an “Inside Director” since March of 2021, and during the Term of your employment as an Executive Advisor, you agree to continue to serve on the Company’s Board for the duration of the term for which you were elected at the Annual Shareholders’ Meeting that took place on July 16, 2024. You acknowledge and agree that there is no compensation for serving as an Inside Director on the Board.

Employee Benefits. During the Term, you and your family shall be entitled to participate in all benefit programs of the Company currently existing or hereafter made available to you and/or other executive employees, including, but not limited to, pension and other retirement plans, including any 401K Plan, group life insurance, dental insurance, medical insurance, sick leave, vacation and holidays at no cost to you.

1

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 the Company’s CEO.

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 and non-Renewal of Agreement. The Company may terminate your employment without Cause no earlier than 6 months past your Employment Start Date. (“**Termination Without Cause**”). In the event that termination without cause takes place prior to the end of the 6-month term, the Company will pay you the balance of your salary from the date of termination to the end of the 6-month term. Furthermore, the Company agrees that upon your termination or non-renewal of the Agreement you will not forfeit any unvested equity awards and that these awards will continue to vest after such termination or non-renewal and will be provided to you upon their vestment date. In addition, the Company agrees to provide you and your family with 18 months of COBRA coverage commencing on the date of termination or non-renewal of your Agreement.

All the above payments shall become due and payable within thirty (30) days following your termination.

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) all outstanding and fully vested stock options and other Equity Awards; and (iv) all unvested equity awards shall continue to vest and shall be delivered to you or to your estate, as the case may be, when they fully vest over time.

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 provide advice and guidance to Blink’s CEO and senior management as requested. However, this obligation shall not preclude you from engaging in any other business venture provided it is not in the electric vehicle charging business, appropriate civic, charitable or religious activities, or from serving on the boards of directors of companies that are not competitors to the Company.

2

Cooperation. You agree that certain matters in which you will be involved during your employment may necessitate your cooperation in the future. Accordingly, following the termination of your employment for any reason, to the extent reasonably requested by the Company, you shall cooperate with the Company in connection with matters arising out of your service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of your other activities. The Company shall pay you \$200 per hour for your services past-termination against and invoice, and shall reimburse you for reasonable expenses incurred in connection with such cooperation.

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. Nothing in this Agreement shall preclude or limit any other non-competition obligations you have towards the

Company steaming from your CEO Agreement.

Additional Roles and Advocacy. During the term of this Agreement, you may be asked by others to serve as an advocate or expert on matters related to electric vehicles (EVs) and EV charging. This may include, but is not limited to, participating in public speaking engagements, consultations, and other activities related to the promotion and advancement of EVs and EV charging infrastructure. Your involvement in such activities, whether paid or unpaid, shall be permissible provided that these activities do not directly compete with the business interests of the Company. You agree to disclose any potential conflicts of interest arising from such activities to the Company and ensure that their involvement does not adversely impact their obligations or duties under this Agreement. The Company acknowledges that advocating for EVs and EV charging aligns with your role and interests and agrees that such activities are not deemed competitive. As long as these activities are consistent with the non-competitive nature described, you are permitted to engage in them without restriction.

Company and Blink Policy Documents. As part of your onboarding process, you will be provided copies of the Company's updated 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.

Successors and Assigns. This Agreement shall not be assigned by you. Any purported assignment by you shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

Respectfully,

Michael Rama
Chief Financial Officer
Blink Charging

Acceptance:

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

/s/ Brendan Jones

Brendan Jones



Blink Charging Announces Retirement of President and CEO Brendan Jones and the Appointment of Michael Battaglia as Successor

Current Blink President & CEO Brendan Jones to Retire on January 31, 2025

Bowie, Md., (August 28, 2024) -[Blink Charging Co.](https://www.blinkcharging.com) (NASDAQ: BLNK) (“Blink” or the “Company”), a leading global manufacturer, owner, operator and provider of electric vehicle (EV) charging equipment and services, today announced that its President & CEO, Brendan Jones, will retire on January 31, 2025 concluding 5 years of dedicated service. Following his retirement, Jones will remain involved with the Company as a board member and executive advisor through July 2025. Effective February 1, 2025, Michael (Mike) Battaglia, the Company’s Chief Operating Officer (COO), will be promoted to the role of President & CEO.

“When I joined Blink in early 2020, my plan was to lead the Company for five years,” said Brendan Jones. “As that time approaches, I will officially step down as President and CEO as part of my planned retirement. However, I will continue to support Blink as an active Board member and advisor through July 2025.”

Under Jones’ leadership and with Battaglia’s pivotal role, Blink has experienced remarkable growth. In 2023, the Company achieved \$140.6 million in revenue and generated the highest gross margin among comparable companies, a significant increase from \$3 million in revenue in 2019. Battaglia, who joined Blink in 2020 as VP of Sales, was promoted to Chief Revenue Officer and now serves as Chief Operating Officer. His contributions have been instrumental in driving this growth.

Before joining Blink, Battaglia accumulated over 24 years of experience in progressively senior roles. This includes more than 14 years at JD Power, a U.S.-based data analytics and consumer intelligence company, significant positions at SmartDisk, a consumer electronics and software solutions company and held several roles at Toyota Motor Sales, U.S.A. Battaglia and his wife will be relocating to the Washington, D.C. metro area to be closer to Blink’s Global Headquarters in Bowie, MD.

Blink’s Board of Directors conducted a thorough succession planning process, which involved an extensive evaluation of candidates and alignment with the company’s goals. This process led to the recommendation of Michael Battaglia by the Nominating Committee. “We have been diligently preparing for this leadership change to ensure Blink’s continued success,” Jones added. “Mike has been a vital part of our growth, contributing across Sales, Operations, and Strategic Enablement. His deep understanding of our business combined with his trusted relationships with both the executive team and external stakeholders make him the ideal successor. My decision to retire was influenced by the team’s capability to lead Blink into the future. I have full confidence in Mike’s ability to collaborate effectively with the other talented team members and lead Blink to new heights. I am genuinely excited about the future and the opportunities ahead.”

Mike Battaglia expressed his perspective about the new role: “I am honored to assume this position and proud of what our team has accomplished. As we look to the future of the EV industry, we are optimistic about the opportunities ahead. We remain committed to advancing Blink’s position as a leading provider of electrified transportation solutions and innovative technologies. I am grateful to be part of this great team and thankful for Brendan’s leadership and vision. I look forward to building on this strong foundation.”

Ritsaart van Montfrans, Chairman of Blink’s Board, added: “Mike Battaglia is a seasoned leader with a proven track record in the EV charging industry. We are confident in his ability to drive Blink’s growth as we enter this new phase. All of us at Blink Charging congratulate Brendan on his upcoming retirement. He has made a positive and indelible mark on the EV industry, and his contributions to Blink have been invaluable. We value his contribution to building a strong team, including Mike, who is exceptionally well-positioned to lead Blink into the future.”

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About Blink Charging

Blink Charging Co. (Nasdaq: BLNK) is a global leader in electric vehicle (EV) charging equipment and services, enabling drivers, hosts, and fleets to easily transition to electric transportation through innovative charging solutions. Blink’s principal line of products and services include Blink’s EV charging network (“Blink Network”), EV charging equipment, and EV charging services. The Blink Network utilizes proprietary, cloud-based software that operates, maintains, and tracks the EV charging stations connected to the network and the associated charging data. 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://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, and terms such as “anticipate,” “expect,” “intend,” “may,” “will,” “should” or 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 those 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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