

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **March 21, 2025**

**SONOMA PHARMACEUTICALS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-33216**  
(Commission  
File Number)

**68-0423298**  
(IRS Employer  
Identification No.)

**5445 Conestoga Court, Suite 150**  
**Boulder, CO 80301**  
(Address of principal executive offices)  
(Zip Code)

**(800) 759-9305**  
(Registrant's telephone number, including area code)

**Not applicable.**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (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))

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        | SNOA              | The Nasdaq Stock Market LLC               |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). 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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

As previously disclosed, effective January 29, 2025, we entered into a Master Supply Agreement (the “Master Supply Agreement”) with WellSpring Pharmaceutical Corporation (“WellSpring”) for the sale of Microcyn<sup>®</sup> technology-based products to large retailers in the United States. The Master Supply Agreement is for an initial term of two years, subject to three automatic one-year renewal periods.

On March 21, 2025, we entered into an Amendment No. 1 to the Master Supply Agreement (“Amendment No. 1”) with WellSpring for the sale of additional Microcyn technology-based products.

The foregoing summary of Amendment No. 1 and the Master Supply Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 1, which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K, and the Master Supply Agreement, which was filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K on January 30, 2025.

This report contains forward-looking statements. Forward-looking statements include, but are not limited to, statements that express our intentions, beliefs, expectations, strategies, predictions or any other statements related to our future activities, or future events or conditions. These statements are based on current expectations, estimates and projections about our business based, in part, on assumptions made by management. These statements are not guarantees of future performances and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in the forward-looking statements due to numerous factors, including those risks discussed in our Annual Report on Form 10-K and in other documents that we file from time to time with the SEC. Any forward-looking statements speak only as of the date on which they are made, and we do not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of this report, except as required by law.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| Exhibit Number                 | Description   |
|--------------------------------|---|
| 10.1 <sup>+</sup> <sup>*</sup> | <a href="#"><u>Amendment No. 1 to Master Supply Agreement, dated March 21, 2025, by and between Sonoma Pharmaceuticals, Inc. and WellSpring Pharmaceutical Corporation.</u></a>   |
| 10.2 <sup>+</sup>              | <a href="#"><u>Master Supply Agreement, dated January 29, 2025, by and between Sonoma Pharmaceuticals, Inc. and WellSpring Pharmaceutical Corporation</u></a> (included as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on January 30, 2025, and incorporated herein by reference). |

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- + Certain portions of the agreement have been omitted to preserve the confidentiality of such information. The Company will furnish copies of any such information to the SEC upon request.
  - + Some exhibits or schedules to the agreement have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. The Company will furnish copies of any such schedule or exhibit to the SEC upon request.
  - \* Filed herewith.

**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.

**SONOMA PHARMACEUTICALS, INC.**

Date: March 25, 2025

By: /s/ Amy Trombly  
Name: Amy Trombly  
Title: Chief Executive Officer

**Exhibit 10.1**

**[Certain identified information has been excluded from the exhibit because it both (i) is not material and (ii) is the type that the company treats as private or confidential.]**

**AMENDMENT NO.1 TO MASTER SUPPLY AGREEMENT**

This Amendment No. 1 to Master Supply Agreement (this "Amendment") is entered into as of March 21, 2025 (the "Amendment Effective Date") by and between Sonoma Pharmaceuticals, Inc., a Delaware corporation having a place of business at 5445 Conestoga Court, Suite 150, Boulder, Colorado 80301 ("Supplier"), and Wellspring Pharmaceutical Corporation, a Delaware corporation, having a place of business at 5911 N. Honore Ave, Suite 211, Sarasota, Florida 34243 ("Distributor" and, together with Supplier, the "Parties" and each a "Party").

WHEREAS, Supplier and Distributor have entered into that certain Master Supply Agreement, dated January 29, 2025 (the "Supply Agreement"), pursuant to which Supplier appointed Distributor as Supplier's exclusive distributor of the Products through the Channels in the Field in the Territory for sale for the Permitted Use (as each term is defined in the Supply Agreement);

WHEREAS, Supplier now desires to grant Distributor certain rights with respect to the distribution of additional products in additional fields through the Channels in the Territory;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants set forth below, the Parties mutually agree as follows:

1. Attachment A to the Supply Agreement is hereby amended and replaced in its entirety with Attachment A attached hereto.
2. Section 2.1 to the Supply Agreement is hereby amended and replaced in its entirety with the following:

2.1 Exclusivity. On the terms and subject to the conditions of this Agreement, Supplier hereby appoints Distributor, and Distributor hereby accepts appointment as Supplier's distributor of Products through the Channels in the Field in the Territory for sale for the Permitted Use in accordance with the terms of this Agreement and the exclusivity rights set forth in Attachment A (the "Distribution Rights"). Supplier acknowledges that, for the duration of any exclusivity rights with respect to a Product as set forth on Attachment A, it will be prevented from selling such Product to third parties in the Territory, through the Channels in the Field. Distributor shall not have any right to, and shall not, promote, market, import, offer for sale, sell and/or distribute or use any Products outside of the Channels, outside of the Field or outside of the Territory or for any use outside of the Permitted Use.

3. Distributor shall pay Supplier an upfront labeling fee of [ ] USD (\$[ ]) per SKU for label printing, labeling, and packaging of each Product added to Attachment A pursuant to this Amendment, which shall be due upon submission of the initial Purchase Order for such Product.

4. All other terms of the Supply Agreement shall remain in full force and effect.

5. For convenience of the Parties hereto, this Amendment may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

**DISTRIBUTOR**  
WELLSPRING PHARMACEUTICAL CORPORATION

By: /s/ Casey G. Davis  
Name: Casey G. Davis  
Title: VP Supply Chain  
Date: 3/21/2025

**SUPPLIER**  
SONOMA PHARMACEUTICALS, INC.

By: /s/ Amy Trombly  
Name: Amy Trombly  
Title: Chief Executive Officer  
Date: March 21, 2025