

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

FORM 8-K

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

Date of Report (Date of earliest event reported) **January 28, 2026**

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. ☐

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

Retirement of Director

Effective January 28, 2026, Dr. Jay Birnbaum retired from our Board of Directors. Dr. Birnbaum has served on our Board since April 2007. We are grateful for his many years of services and the valuable knowledge he has provided to our Company.

Dr. Birnbaum will continue to serve the Company pursuant to a consulting agreement (the "Consulting Agreement"), for a term of one year. Dr. Birnbaum will receive compensation of 5,000 Restricted Stock Units (RSUs) representing 5,000 shares of the Company's Common Stock per quarter. Such RSUs will vest on the second business day after Sonoma files its Annual Report on Form 10-K for the year ended March 31, 2027, or upon change of control. Any outstanding equity awards held by Dr. Birnbaum will continue to vest in accordance with their terms, subject to Dr. Birnbaum's continued compliance with the terms of the Consulting Agreement through each applicable vesting date.

The foregoing description of the Consulting Agreement is not complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Amendment to Director Compensation Plan

On January 28, 2026, our Board of Directors adopted a revised Non-Employee Director Compensation Program and Stock Ownership Guidelines (the "Director Compensation Plan") in order to allow discretion to the Board in the number of options to be granted to each non-employee director in connection with the Company's annual grant of stock options, and in the form and amount of the initial equity grant to new directors. A copy of the Director Compensation Plan is filed herewith as Exhibit 10.2.

Appointment of Director

Effective January 28, 2026, our Board appointed Ms. Vanessa Jacoby as a director of our Company. She will replace Dr. Birnbaum as an independent director. Ms. Jacoby was

also appointed as Chairperson of our Audit Committee and as a non-chairperson member of our Compensation Committee. We look forward to working with Ms. Jacoby, who brings extensive experience in the biotechnology and life science sectors, having served as a senior financial executive of several private and public companies and has been an active participant on audit committees, responsible for reporting financial results, cyber security matters, Sarbanes Oxley internal controls and other matters, as well as on compensation committees.

Ms. Jacoby currently serves as the Chief Business and Financial Officer for Quanta Therapeutics, Inc., a clinical stage biotechnology company focused on developing best-in-class small molecules inhibitors for RAS-driven cancers. Prior to joining Quanta, Ms. Jacoby served as Chief Financial Officer of Shoreline Biosciences. Prior to joining Shoreline, Ms. Jacoby served as Chief Accounting Officer of Avidity Biosciences, Inc. Prior to Avidity, Ms. Jacoby was Vice President, Finance at PharmAkea, which was acquired by Galecto in 2019. Prior to that, she served as Director of Accounting and Controller at BCI, Inc., and held senior financial roles at Artes Medical and Verenium Corporation. Before joining industry, Ms. Jacoby was an auditor for Ernst & Young. Ms. Jacoby received her M.B.A. from National University and B.S. degree in Business Administration from Fundação Armando Alvares Penteado, Sao Paulo, Brazil. She is a Certified Public Accountant with the State of California (inactive). She currently serves on the board of trustees for the Ruben H. Fleet Science Center in San Diego and is on the board for the Association of Bioscience Financial Officers (ABFO) Southwest chapter.

Pursuant to our non-employee director compensation plan, as a non-employee director of our Company, Ms. Jacoby will receive an annual retainer of \$32,500. She will also receive an additional \$10,000 annually as Chair of the Audit Committee and \$7,500 as a non-chairperson member of the Compensation Committee. We will also reimburse Ms. Jacoby for reasonable expenses in connection with attendance at board and committee meetings.

In conjunction with her appointment to our Board, on January 28, 2026, Ms. Jacoby was automatically granted options to purchase up to 10,000 shares of common stock. The options will vest in three equal installments over a period of three years on the first, second, and third anniversary of the grant or upon change of control.

There are no arrangements or understandings between Ms. Jacoby and any other persons pursuant to which he was appointed to serve on the Board, nor were there any transactions or proposed transactions involving Ms. Jacoby as a participant as required to be disclosed by Item 404(a) of Regulation S-K.

Indemnification and Director Agreement

In connection with her appointment as a director of our Board, we also entered into an indemnification agreement and a director agreement with Ms. Jacoby. The indemnification agreement sets forth the circumstances and procedures pursuant to which we agree, by contract, to indemnify our directors and certain of our officers against claims and losses arising from their services as directors and officers. The agreement is substantially identical to the form of indemnification agreement filed as Exhibit 10.1 to our Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007. The director agreement sets forth the general duties of a director, including terms regarding confidentiality and competing activities. The agreement is substantially identical to the form of the director agreement filed as Exhibit 10.20 to our Registration Statement on Form S-1 (File No. 333-135584), as amended, declared effective on January 24, 2007.

This report contains forward-looking statements. Forward-looking statements include, but are not limited to, statements that express the Company's intentions, beliefs, expectations, strategies, predictions or any other statements related to the Company's future activities, or future events or conditions. These statements are based on current expectations, estimates and projections about the Company's 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 the Company's Annual Report on Form 10-K and in other documents that the Company files from time to time with the SEC. Any forward-looking statements speak only as of the date on which they are made, and the Company does 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	Consulting Agreement by and between the Company and Dr. Jay Birnbaum, dated January 28, 2026
10.2	Sonoma Pharmaceuticals, Inc. Non-Employee Director Compensation Program and Stock Ownership Guidelines, revised by the Board of Directors on January 28, 2026.
104	Cover Page Interactive Data File (formatted in Inline XBRL in Exhibit 101).

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: January 28, 2026

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

CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is entered into and effective as of January 28, 2026 (the “Effective Date”), by and between Dr. Jay Birnbaum, an individual (“Consultant”), and Sonoma Pharmaceuticals, Inc., a Delaware corporation whose principal address is 5445 Conestoga Court, Suite 150, Boulder, Colorado 80301 (“Sonoma”). Consultant and Sonoma may be referred to herein individually as a “Party” and together as the “Parties.”

WHEREAS, Sonoma desires for Consultant to provide certain services as further detailed in the Statement of Work attached hereto as Exhibit A (collectively, the “Services”);

WHEREAS, Consultant desires to provide such Services to Sonoma;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term and Termination. This Agreement shall commence on the Effective Date and remain in full force and effect for a period of one (1) year from the Effective Date (the “Term”). Either Party may terminate this Agreement for cause if the other Party is not performing its obligations in accordance with the terms of this Agreement, and provides written notice to the other Party of such non-performance. The Party receiving such written notice will have fifteen (15) days from the date of notice receipt to correct the situation. If the situation is not corrected to the satisfaction of the other Party, the Agreement can be terminated immediately upon written notice. Upon termination of this Agreement, Consultant will immediately cease performing any Services, and Sonoma will pay Consultant a prorated amount for days of Services provided and expenses incurred through the date of termination.

2. Services. Consultant agrees to perform the Services to the best of his ability, at a level consistent with persons having a similar level of education, experience and expertise, and in accordance with generally established professional standards.

3. Compensation.

- (a) As compensation for the Services, Sonoma shall grant Consultant Restricted Stock Units (RSUs) representing 5,000 shares of Sonoma’s Common Stock on the second business day following the end of each fiscal quarter during the Term, for an aggregate of 20,000 shares. All RSUs will vest on the second business day after Sonoma files its Annual Report on Form 10-K for the year ended March 31, 2027, or upon change of control or as otherwise provided in the applicable award agreement. Sonoma shall reimburse Consultant for reasonable out-of-pocket expenses incurred in connection with the requested Services.
- (b) For the Term of this Agreement, and subject to Consultant’s compliance with its terms, all outstanding equity awards granted to Consultant by Sonoma will continue to vest in accordance with their terms, subject to the provisions of Sonoma’s equity incentive plans.

4. Confidential Information.

- (a) Treatment of Confidential Information. Consultant acknowledges and agrees that information furnished by Sonoma to Consultant under this Agreement may include Confidential Information, as defined below. Consultant agrees to hold Sonoma’s Confidential Information in confidence and to take all reasonable precautions to protect such Confidential Information and to not disclose any such Confidential Information or any information derived therefrom to any third party.

“Confidential Information” shall include all information relating to Sonoma’s business, including without limitation, financial information or results, projections, business plans, business operations, forecasts, products, clients, vendors and service providers, any contractual or financial arrangements entered into or contemplated, budgets, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, user documentation, internal documentation and the features, mode of operation and other details of its products and services, methods of manufacturing, sources of raw materials, as well as know-how, ideas, and technical, business, financial, marketing, customer and product development plans, forecasts, strategies and other information, and all physical embodiments or repositories of the foregoing.

- (b) Return of Confidential Information. Immediately upon termination of this Agreement, Consultant will, at Sonoma’s request, turn over to Sonoma or destroy all Confidential Information and all documents or media containing any such Confidential Information, and any and all copies or extracts thereof.
- (c) Remedies; Equitable Relief. Consultant acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to Sonoma, and therefore, that upon any such breach or any threat thereof, Sonoma shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by Consultant from any damages and expenses (including reasonable and documented attorney’s fees), in connection with any breach or enforcement of Consultant’s obligations hereunder or the unauthorized use or release of any such Confidential Information. Consultant will notify Sonoma in writing immediately upon the occurrence of any such unauthorized release or other breach. Any breach of this section will constitute a material breach of this Agreement.
- (d) No Warranty. Sonoma is not making any representation or warranty, express or implied, as to the accuracy and completeness of any Confidential Information nor shall Sonoma have any liability to Consultant or to any other person resulting from Consultant’s use of the Confidential Information.

5. Ownership of Materials.

- (a) Consultant agrees that all materials, reports and other data or materials generated or developed by Consultant under this Agreement or furnished by Sonoma to Consultant (the “Materials”) shall be and remain the property of Sonoma. Consultant specifically agrees that all copyrightable Material generated or developed under this Agreement shall be considered works made for hire and that such material shall, upon creation, be owned by Sonoma. To the extent that any such Material, under applicable law, may not be considered works made for hire, Consultant hereby assigns to Sonoma the ownership of copyright in such Materials, without the necessity of any further consideration, and Sonoma shall be entitled to obtain and hold in its own name all copyrights in respect of such Materials.

- (b) If and to the extent Consultant may, under applicable law, be entitled to claim any ownership interest in the Materials, reports and other data or materials generated or developed by Consultant under this Agreement, Consultant hereby transfers, grants, conveys, assigns and relinquishes exclusively to Sonoma all of Consultant's right, title and interest in and to such Materials, under patent, copyright, trade, secret and trademark law, in perpetuity or for the longest period otherwise permitted by law.
- (c) Consultant shall perform any acts that may be deemed necessary or desirable by Sonoma to evidence more fully transfer of ownership of all Materials designated under this Section 5 to Sonoma to the fullest extent possible, including but not limited to the making of further written assignments in a form determined by Sonoma.

- (d) To the extent that any preexisting rights are embodied or reflected in the Materials, Consultant hereby grants to Sonoma the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (2) authorize others to do any or all of the foregoing.
- (e) Consultant hereby represents and warrants that it has full right and authority to perform its obligations and grant the rights and licenses herein granted and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement. Consultant covenants and agrees that it shall not enter into any such agreements.
- (f) Consultant shall provide to Sonoma any passwords created while performing the Services under this Agreement.

6. Securities Laws. Consultant represents that it is aware of the restrictions imposed by the applicable federal and state securities laws on the purchase or sale of securities by any person who has received material, non-public information regarding a company with publicly traded securities, as well as the restrictions making it unlawful to communicate such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell securities in reliance upon such information.

7. Independent Contractor. The Parties acknowledge and agree that Consultant shall be an independent contractor. Nothing in this Agreement shall be construed to create a joint venture or employment relationship between the parties. Consultant shall have no right to any benefits that Sonoma grants to its employees and shall have no authority to contract for or bind Sonoma in any manner.

9. Miscellaneous.

- (a) Limitation of Liability. Except as otherwise provided in this Agreement, in no event shall either Party seek or be liable for punitive, exemplary, enhanced, or trebled damages, arising from this Agreement whether such damages are claimed for breach of contract, negligence, or any tort claim.
- (b) Severability. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement shall remain in full force and effect.
- (c) Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party.
- (d) Notices. Any notice given under this Agreement is deemed to have been given if deposited in the United States mail, certified postage pre-paid, (or via Fed-Ex) addressed to either party at the locations given above, or any other addresses as hereafter provided by either party.
- (e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Colorado, without application of principles of conflicts of laws.
- (f) Waiver. No waiver of any breach of, or default under, any provision of this Agreement shall be deemed a waiver of such provision, or of any subsequent breach or default.
- (g) Amendments. This Agreement reflects the exclusive and entire understanding of the parties and supersedes any prior agreement between the parties relative to the subject matter hereof, and may not be modified except by another written agreement, signed with the same formality as this Agreement.

- (h) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.
- (i) Further Assurances. The Parties shall cooperate fully with each other and execute such other instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested to give effect to the intent and purpose of this Agreement.
- (j) No Third-Party Beneficiaries. Nothing in this Agreement creates any third-party rights or remedies other than to the Parties' permitted successors and assigns.
- (k) Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by email or other electronic means, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the Effective Date.

CONSULTANT

/s/Jay Birnbaum
Dr. Jay Birnbaum

SONOMA PHARMACEUTICALS, INC.

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

Exhibit A
Statement of Work

Consultant will be responsible for providing strategic advice and consulting as requested by the Company in any area of Consultant's expertise.

SONOMA PHARMACEUTICALS, INC.

**NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM
AND
STOCK OWNERSHIP GUIDELINES**

Revised by the Board of Directors on January 28, 2026

Non-Employee Director

For purposes of this Non-Employee Director Compensation Program, a “non-employee director” is any director of the Company that is not also an employee of the Company or any of its subsidiaries. Directors who are employees of the Company or any of its subsidiaries will not be entitled to compensation as a director.

Cash CompensationAnnual Retainers (as of April 1, 2016):

· Board member	\$32,500
· Lead Independent Director	\$15,000
· Chair of the Audit Committee	\$10,000
· Chair of the Compensation Committee	\$7,500
· Chair of the Nominating and Corporate Governance Committee	\$7,500
· Audit Committee member (other than Chair)	\$7,500
· Compensation Committee Member (other than the Chair)	\$7,500
· Nominating and Corporate Governance Committee Member (other than the Chair)	\$7,500

Payment Terms:

- All fees will be paid in arrears in equal quarterly installments no later than the 60th day following the last date of the applicable quarter.
- All fees, except for Audit Committee fees, can be paid in one of three ways at the director’s election: (1) in cash; (2) in options, or (3) as a stock grant.
- Any quarterly fees, except for Audit Committee fees, paid in options at the director’s election, will be granted on the first business day occurring 60 calendar days or more after the last day of each quarter. Such options shall vest immediately and have an exercise price equal to the closing price of the Company’s stock on the date such options are granted. The number of options will be determined by using the Black Scholes model as a guideline to determine a percentage of the stock price for different stock price ranges.
- Stock grants will be made on the first business day occurring 60 calendar days or more after the last day of each quarter. The actual number of shares underlying the stock grant will be determined by dividing the amount of the award due in cash by the closing price of the Company’s stock on the Trading Market on the grant date.
- Audit Committee fees will be paid in cash only, with no option for equity compensation in lieu of cash.
- Fees will be prorated for partial years of service, with partial months of service credited for full months.

Expenses

Non-employee directors will be reimbursed for their reasonable out-of-pocket expenses incurred in attending meetings of the Board of Directors or any of its committees that are conducted in person.

Equity Compensation

In addition to receiving cash compensation, under the Non-Employee Director Compensation Program and Stock Ownership Guidelines each non-employee director will, upon his or her election or appointment to the Board and upon each subsequent re-election to the Board receive the following equity compensation:

New Appointment/Initial Grant

Each newly elected or appointed non-employee director will receive an initial equity grant upon his or her election to the Board of Directors, in such form and amount as determined by the Board of Directors, vesting in three equal installments over a period of three years with the first tranche vesting on the first anniversary of the grant date, the second tranche vesting on the second anniversary of the grant date, and the third tranche vesting on the third anniversary of the grant date or upon change of control.

Annual Grant

- Each non-employee director will receive an annual grant of options to purchase shares of common stock which will be granted on the same day as the annual employee option grant, on or around January of every year, in such amount as determined by the Board of Directors. Such shares of common stock or options will have an exercise price equal to the closing price of the Company’s stock on the date such options are granted and vest in three equal tranches on the first, second and third anniversary of the grant date or upon change in control.
- No annual grant shall be granted to any non-employee director in the same calendar year that such person received his or her initial grant.

Other Terms

- Grants of equity awards made under this Non-Employee Director Compensation Program shall be made under the Company’s stock incentive plan that is in effect from time to time.
- Each director shall have twelve (12) months to exercise his or her options following termination of Board service for any reason.

- Grants may also be made to non-employee directors on a discretionary basis, subject to compliance with the Company's corporate governance codes and policies.

Non-Employee Director Stock Ownership Guidelines

In the interest of good corporate governance and to further align the interests of members of the Board of Directors with the Company's stockholders, the Nominating and Corporate Governance Committee of the Board of Directors has adopted stock ownership guidelines for directors:

- If a director exercises a stock option, it is expected that such director would, from such date of option exercise, maintain ownership of at least a number of shares equal to twenty percent (20%) of the net value of the shares acquired (after deducting the exercise price and taxes). In the case of shares acquired upon the exercise of a stock option, each director is expected to hold such shares for twelve (12) months after termination of his or her service on the Board of Directors.

Program Administration

This Non-Employee Director Compensation Program shall be administered by the Board of Directors, which shall have the power to interpret this Program and amend it from time to time as it deems proper.