

**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): July 20, 2025

DRAGONFLY ENERGY HOLDINGS CORP.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-40730

(Commission
File Number)

85-1873463

(IRS Employer
Identification No.)

**12915 Old Virginia Road
Reno, Nevada**

(Address of principal executive offices)

89521

(Zip Code)

Registrant's telephone number, including area code: **(775) 622-3448**

N/A

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

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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, par value \$0.0001 per share	DFLI	The Nasdaq Capital Market
Redeemable warrants, exercisable for common stock	DFLIW	The Nasdaq Capital Market

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 1.01 Entry into a Definitive Material Agreement.

On July 20, 2025, Dragonfly Energy Holdings Corp. (the “Company”) entered into a Settlement and Release Agreement (the “Agreement”) with the holder (the “Investor”) of the outstanding shares of the Company’s Series A Convertible Preferred Stock, par value \$0.0001 per share (the “Series A Preferred Stock”), which shares are convertible into shares of common stock, par value \$0.0001 per share (“Common Stock”) of the Company. Pursuant to the terms of the Agreement, the Company will issue and deliver 2,100,000 shares of Common Stock (the “Shares”) to the Investor and the Investor will surrender to the Company all of the outstanding shares of Series A Preferred Stock. In addition, under the Agreement, upon the issuance of the Shares, the Company’s obligations under the Securities Purchase Agreement, the Certificate of Designation governing the Series A Preferred Stock and the other agreements entered into in connection with the offering of the Series A Preferred Stock shall be satisfied in full and the Securities Purchase Agreement and the other agreements shall be deemed terminated and any remaining shares of Series A Preferred Stock that are outstanding or deemed to be outstanding shall be deemed cancelled and no longer outstanding and the Company shall have no further obligation to issue any shares of Common Stock or Series A Preferred Stock to the Investor under such agreements or otherwise. Under the Agreement, each party also provided a full release to the other party.

The Shares are being sold and issued without registration in reliance on the exemption from registration provided by Section 3(a)(9) of the Securities Act of 1933, as amended (the “Securities Act”), and in reliance on similar exemptions under applicable state laws.

The Agreement contains customary representations, warranties and agreements by the Company. The representations, warranties and covenants contained in the Agreement were made only for the purposes of such agreement and as of specific dates, were solely for the benefit of the parties to such agreement, and may be subject to limitations agreed upon by the contracting parties.

The form of the Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K. The foregoing summary of the terms of the Agreement is subject to, and qualified in its entirety by, the form of such document, which is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth above in Item 1.01 with respect to the issuance of the Shares is hereby incorporated by reference into this Item 3.02. The Shares are being sold and issued without registration under the Securities Act in reliance on the exemption from registration provided by Section 3(a)(9) of the Securities Act, and in reliance on similar exemptions under applicable state laws.

Item 7.01. Regulation FD Disclosure.

On July 21, 2025, the Company issued a press release announcing, among other things, the entry into the transactions described herein. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01 of this Current Report on Form 8-K, including the information set forth in Exhibit 99.1, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, nor shall such information or Exhibit 99.1 be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, 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	Form of Settlement and Mutual Release Agreement, dated July 20, 2025, by and between the Company and the investor party thereto.
99.1	Press Release dated July 21, 2025.
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.

DRAGONFLY ENERGY HOLDINGS CORP.

Dated: July 21, 2025

By: /s/ Denis Phares

Name: Denis Phares

Title: Chief Executive Officer, Interim Chief Financial Officer and President

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE AGREEMENT (this “*Agreement*”), dated as of July 20, 2025, is made and entered into by and among the following parties (collectively, the “*Parties*”, and each, individually, a “*Party*”):

- (i) Dragonfly Energy Holdings Corp., a Nevada Corporation (the “*Company*”); and
- (ii) [] (the “*Investor*”).

RECITALS

WHEREAS, the Company and the Investor entered into a Securities Purchase Agreement dated February 26, 2025 (the “*Purchase Agreement*”) pursuant to which the Investor purchased shares of the Company’s Series A Convertible Preferred Stock, par value \$0.0001 per share (the “*Series A Preferred Stock*”) and warrants to purchase additional shares of Series A Preferred Stock (the “*Warrants*,” and collectively with the Series A Preferred Stock, the “*Exchange Securities*”), in each case in the amounts set forth in the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement, the Company entered into certain additional agreements, including a Registration Rights Agreement dated February 26, 2025 (the “*Registration Rights Agreement*”), a Support Agreement dated February 26, 2025 and certain other documents (collectively with the Registration Rights Agreement and the Warrants, the “*Other Transaction Agreements*”);

WHEREAS, in connection with the Purchase Agreement, the Company filed a Certificate of Designation of the Powers, Preferences and Relative, Participating, Optional and Other Restrictions of Series A Convertible Preferred Stock of the Company with the Secretary of State of the State of Nevada to establish the rights, privileges, preferences, and restrictions of the Series A Preferred Stock (the “*Certificate of Designation*”);

WHEREAS, the Company and the Investor have agreed to exchange the Exchange Securities for 2,100,000 shares of the Company’s common stock (the “*Common Stock*”), par value \$0.0001 per share (the “*Shares*”), all on the terms and conditions set forth in this Agreement in reliance on the exemption from registration provided by Section 3(a)(9) of the Securities Act of 1933, as amended (the “*Securities Act*”), and the Company and the Investor shall mutually release each other in exchange for transactions contemplated above and the Mutual Releases (as defined below) (the “*Transactions*”), subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Agreement Effective Date.

This Agreement shall become effective and binding on the Parties upon such time as all Parties have executed this Agreement (such date, the “*Agreement Effective Date*”).

Section 2. Issuance of the Shares.

On the Agreement Effective Date, (a) the Company will issue and deliver (or cause to be issued and delivered) the Shares to the Investor, or as otherwise requested by the Investor, and the Investor will surrender to the Company the Exchange Securities and (b) upon the issuance of the Shares, the Company and the Investor agree that the Company’s obligations under the Purchase Agreement, the Other Transaction Agreements and the Certificate of Designation shall be satisfied in full and the Purchase Agreement and the Other Transaction Agreements shall be deemed terminated and any remaining shares of Series A Preferred Stock that are outstanding or deemed to be outstanding shall be deemed cancelled and no longer outstanding and the Company shall have no further obligation to issue any shares of Common Stock or Series A Preferred Stock under the Purchase Agreement, the Other Transaction Agreements or the Certificate of Designation or otherwise.

Section 3. Mutual Releases.

Immediately upon the issuance of the Shares to the Investor, each Party, to the fullest extent permissible by law, conclusively, absolutely, unconditionally, irrevocably, and forever releases, waives, and discharges the other Party and such Party’s officers, directors, employees, and affiliates and their successors and assigns, in each case, from any and all claims, obligations, causes of action, rights, suits, damages, liabilities, and/or remedies, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, disputed or undisputed, secured or unsecured, direct or derivative, class, representative, or individual, suspected or unsuspected, foreseen or unforeseen, accrued or unaccrued, existing in law, equity, contract, tort, or otherwise, that arise out of, or in connection with, or relate in any way to the transactions contemplated by the Purchase Agreement, the Other Transaction Agreements and the Certificate of Designation or any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Agreement Effective Date or the issuance of the Shares (such releases, the “*Mutual Releases*”).

Section 4. Representations and Warranties

Each Party represents and warrants, as of the Agreement Effective Date, to the other Parties that: (i) such Party has the requisite power and authority to execute and deliver this Agreement on behalf of itself and to perform its obligations hereunder and to consummate the transactions contemplated hereby, (ii) the execution and delivery of this Agreement by each Party (and its respective signatory hereto) and the performance of such Party’s obligations hereunder have been duly authorized by all necessary action on such Party’s part, and this Agreement has been duly executed and delivered by such Party, (iii) this Agreement constitutes the legal, valid, and binding obligation of each Party enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and general principles of equity, (iv) there are no governmental or other third party consents, licenses, and approvals required by or for such Party in connection with the execution, delivery, performance, validity, and enforceability of this Agreement, (v) the issuance of the Shares is duly authorized and, upon issuance in accordance with the terms hereof, the Shares shall be validly issued, fully paid and non-assessable, (vi) the Company has not paid or given, and has not agreed to pay or give, directly or indirectly, any commission or other remuneration for soliciting the exchange of the Exchange Securities, and the Shares are being issued exclusively for the exchange of the Exchange Securities and no other consideration has or will be paid for the Exchange Securities, (vii) the Company has not, nor has any person acting on its behalf, directly or indirectly made any offers or sales of any security or solicited any offers to buy any security under circumstances that would cause the issuance of the Shares pursuant to this Agreement to be integrated with prior offerings by the Company for purposes of the Securities Act which would prevent the Company from delivering the Shares to the Investor pursuant to Section 3(a)(9) of the Securities Act, nor will the Company take any action or steps that would cause the issuance and delivery of the Shares to be integrated with other offerings to the effect that the delivery of the Shares to the Investor would be seen not to be exempt pursuant to Section 3(a)(9) of the Securities Act and (viii) solely with respect to the Investor, the Investor is the only holder of the Series A Preferred Stock and no other affiliate or other third party beneficially holds any shares of Series A Preferred Stock. The parties acknowledge and agree that the purpose of such representations and warranties is, among other things, to ensure that the transactions contemplated hereby qualify as an exchange of securities under Section 3(a)(9) of the Securities Act.

Section 5. Miscellaneous.

(a) Successors and Assigns; Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Each of the Mutual Release Parties being released pursuant to this Agreement but not otherwise Party hereto is an intended third-party beneficiary of the release pertaining to it and entitled to enforce such release.

(b) Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. This Agreement may be executed and delivered by facsimile, email, or otherwise and such signature is deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

(d) No Challenges to Agreement. The Parties agree that they shall not take any action to: (i) obtain a determination that this Agreement, and the recitals, mutual promises, covenants, releases, and agreements contemplated hereby, are unlawful, illegal, or against public policy; (ii) challenge the validity or enforceability this Agreement; or (iii) allege that any of the terms and conditions set forth in this Agreement are unlawful in any other manner whatsoever.

(e) Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof.

(f) Amendments. This Agreement may not be amended or modified, or any provision herein waived, without the prior written consent of each Party.

(g) No Admission. Nothing in this Agreement shall be construed as an admission by any Party of the existence of any cause of action or of any liability with respect to any or all such causes of action or any other past or future act, omission, fact, matter, transaction, or occurrence.

(h) Governing Law Consent to Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of New York, excluding choice-of-law principles that would require or permit the application of the laws of a jurisdiction other than New York. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceedings of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against any other Party in any way relating to this Agreement, in any forum other than the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan) and the Parties irrevocably and unconditionally submit to the jurisdiction of such courts and agree that all claims in respect of any such action, litigation, or proceedings may be heard and determined in such courts to the fullest extent permitted by applicable law. To the fullest extent permitted by applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim that they are not subject to the jurisdiction of any such court, any objection that they may now or hereafter have to the laying of venue in any such suit, action, or proceeding brought in any such court, and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

(i) Waiver of Jury Trial. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS RELEASE.

(j) Specific Performance. The Parties recognize and acknowledge that a breach by any Party of any covenants or agreements contained in this Agreement will cause the other Parties to sustain damages for which such other Parties would not have an adequate remedy at law for money damages, and therefore each Party agrees that in the event of any such breach, the other Parties shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which such other Parties may be entitled, at law or in equity.

(k) Representation by Counsel. The Parties acknowledge the benefit of professional advice rendered by legal counsel of their own selection prior to entering into this Agreement. The Parties further acknowledge that they have had a sufficient opportunity to discuss and review this Agreement with their attorneys and fully understand and agree to the terms set forth herein.

(l) Confidentiality. The Parties agree to keep this Agreement confidential, and, without the consent of each of the Parties, neither this Agreement nor the terms hereof shall be shared with any other person other than the Parties (and their respective board of directors, officers, employees, and professional advisors who are bound by confidentiality arrangements) except (i) as required to enforce this Agreement, (ii) where mutually agreed to in writing by the Parties, (iii) where necessary for legitimate business purposes, including disclosure to a Party's affiliates, investors, accountants, attorneys, or auditors, and (iv) as required by law, regulation, court order, or applicable stock exchange rules or regulations, including the filing of a Current or Periodic Report on Forms 8-K, 10-Q or 10-K with the Securities and Exchange Commission to disclose the transactions contemplated by this Agreement.

(m) Disclosure of Transaction. The Company shall, on or before 9:30 a.m., New York City Time, on the first (1st) Business Day after the date of this Agreement, file a Current Report on Form 8-K describing the terms of the transactions contemplated hereby in the form required by the Securities Exchange Act of 1934, as amended (the "**8-K Filing**"). From and after the filing of the 8-K Filing, the Company shall have disclosed all material, non-public information (if any) provided up to such time to the Investor by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents. In addition, effective upon the filing of the 8-K Filing, the Company and Investor acknowledge and agree that any and all confidentiality or similar obligations under any agreement with respect to the transactions contemplated by the this Agreement or the Transaction Documents or as otherwise disclosed in the 8-K Filing, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and any of the Investor or any of their affiliates, on the other hand, shall terminate.

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Dragonfly Energy Holdings Corp.

By:

Name: Denis Phares

Title: Chief Executive Officer, Interim Chief Financial Officer and President

[Company Parties Signature Page to Settlement and Mutual Release Agreement]

[]

By:

Name:

Title:

[Investor Signature Page to Settlement and Mutual Release Agreement]



Dragonfly Energy Announces Exchange of Remaining Outstanding Shares of Series A Convertible Preferred Stock

Strategic Move Eliminates Associated Common Stock Issuance and Dividend Obligations, Enhancing Financial Flexibility

RENO, Nev. (July 21, 2025) — Dragonfly Energy Holdings Corp. (“Dragonfly Energy” or the “Company”) (Nasdaq: DFLI), an industry leader in energy storage and battery technology, today announced that it has entered into a Settlement and Mutual Release Agreement (the “Agreement”) with the holder of its Series A Convertible Preferred Stock, par value \$0.0001 per share (the “Series A Preferred Stock”), eliminating all outstanding shares of the Series A Preferred Stock and associated common stock issuance obligations.

Under the terms of the Agreement, Dragonfly Energy will issue 2,100,000 shares of the Company’s common stock, par value \$0.0001 per share, in exchange for the surrender of all outstanding shares of Series A Preferred Stock. The transaction satisfies in full the Company’s obligations under the Series A Preferred Stock and related agreements.

“This settlement completes the resolution of the remaining outstanding shares of Series A Preferred Stock,” commented Dr. Denis Phares, Chief Executive Officer. “By eliminating the risks related to the number of conversion shares and dividend obligations associated with the Series A Preferred Stock, we believe we have successfully improved our capital structure and have enhanced our financial flexibility, while removing potential future dilution concerns. We believe this strategic move will position us to better focus our resources on driving growth and achieving profitability.”

The shares of common stock are being sold and issued without registration under the Securities Act in reliance on the exemption from registration provided by Section 3(a)(9) of the Securities Act of 1933, as amended.

This press release shall not constitute an offer to sell or the solicitation of any offer to buy the Company’s common stock, nor shall there be an offer, solicitation or sale of the Company’s common stock in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such state.

About Dragonfly Energy

Dragonfly Energy Holdings Corp. (Nasdaq: DFLI) is a comprehensive lithium battery technology company, specializing in cell manufacturing, battery pack assembly, and full system integration. Through its renowned Battle Born Batteries® brand, Dragonfly Energy has established itself as a frontrunner in the lithium battery industry, with hundreds of thousands of reliable battery packs deployed in the field through top-tier OEMs and a diverse retail customer base. At the forefront of domestic lithium battery cell production, Dragonfly Energy’s patented dry electrode manufacturing process can deliver chemistry-agnostic power solutions for a broad spectrum of applications, including energy storage systems, electric vehicles, and consumer electronics. The Company’s overarching mission is the future deployment of its proprietary, nonflammable, all-solid-state battery cells.

To learn more about Dragonfly Energy and its commitment to clean energy advancements, visit investors.dragonflyenergy.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements that are not historical statements of fact and statements regarding the Company’s intent, belief or expectations, including, but not limited to, statements regarding the Company’s guidance for 2025, results of operations and financial position, planned products and services, business strategy and plans, market size and growth opportunities, competitive position and technological and market trends. Some of these forward-looking statements can be identified by the use of forward-looking words, including “may,” “should,” “expect,” “intend,” “will,” “estimate,” “anticipate,” “believe,” “predict,” “plan,” “targets,” “projects,” “could,” “would,” “continue,” “forecast” or the negatives of these terms or variations of them or similar expressions.

These forward-looking statements are subject to risks, uncertainties, and other factors (some of which are beyond the Company's control) which could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Factors that may impact such forward-looking statements include, but are not limited to: the impacts of the exchange of the Company's common stock for the outstanding Series A Preferred Stock, improved recovery in the Company's core markets, including the RV market; the Company's ability to successfully increase market penetration into target markets; the Company's ability to penetrate the heavy-duty trucking and other new markets; the growth of the addressable markets that the Company intends to target; the Company's ability to retain members of its senior management team and other key personnel; the Company's ability to maintain relationships with key suppliers including suppliers in China; the Company's ability to maintain relationships with key customers; the Company's ability to access capital as and when needed under its \$150 million ChEF Equity Facility; the Company's ability to protect its patents and other intellectual property; the Company's ability to successfully utilize its patented dry electrode battery manufacturing process and optimize solid state cells as well as to produce commercially viable solid state cells in a timely manner or at all, and to scale to mass production; the Company's ability to timely achieve the anticipated benefits of its licensing arrangement with Stryten Energy LLC; the Company's ability to achieve the anticipated benefits of its customer arrangements with THOR Industries and THOR Industries' affiliated brands (including Keystone RV Company); the Company's ability to maintain the listing of its common stock and public warrants on the Nasdaq Capital Market; the Russian/Ukrainian conflict; the Company's ability to generate revenue from future product sales and its ability to achieve and maintain profitability; and the Company's ability to compete with other manufacturers in the industry and its ability to engage target customers and successfully convert these customers into meaningful orders in the future. These and other risks and uncertainties are described more fully in the sections entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed with the SEC and in the Company's subsequent filings with the SEC available at www.sec.gov.

If any of these risks materialize or any of the Company's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that the Company presently does not know or that it currently believes are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. All forward-looking statements contained in this press release speak only as of the date they were made. Except to the extent required by law, the Company undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made.

Investor Relations:

Eric Prouty
Szymon Serowiecki
AdvisIRy Partners
DragonflyIR@advisiry.com
