

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): **May 11, 2026**

NAUTICUS ROBOTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-40611

(Commission File Number)

87-1699753

(IRS Employer
Identification No.)

17146 Feathercraft Lane, Suite 450, Webster, TX 77598
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(281) 942-9069**

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:

- 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	KITT	The Nasdaq Stock Market LLC
Warrants	KITTW	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 (§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.

Item 1.01 Entry into a Material Definitive Agreement

Amendment No. 2 to the Asset Purchase Agreement

As previously disclosed, on March 5, 2025, Nauticus Robotics, Inc. a Delaware corporation (the “Company”), and SeaTrepid International, L.L.C., a Louisiana limited liability company, SeaTrepid Deepsea LLC, a Louisiana limited liability company, Remote Inspection Technologies, L.L.C., a Louisiana limited liability company (each, a “Seller” and collectively, “Sellers”), and certain individual selling persons entered into an Asset Purchase Agreement in the form of Exhibit 10.1 to the Current Report on Form 8-K of the Company filed with the U.S. Securities and Exchange Commission (“SEC”) on March 5, 2025 (the “Purchase Agreement”), to which reference is made for its terms. Pursuant to the Purchase Agreement, the Company agreed to acquire (the “Acquisition”) substantially all of the assets and certain specified liabilities of the Sellers related to applied robotic solutions and the robotic equipment development and operation. On March 20, 2025, the Company consummated the Acquisition pursuant to the terms of the Purchase Agreement for a total value of \$16 million, and the Company entered into an Amendment No. 1 to the Asset Purchase Agreement (the “Amendment No. 1”) with the Sellers, pursuant to which the Company and the Sellers added an updated version of the disclosure schedules to the Purchase Agreement.

On May 11, 2026, the Company entered into an Amendment No. 2 to the Asset Purchase Agreement (the “Amendment No. 2”) with the Sellers, pursuant to which the Company and the Sellers amended certain payment terms of the Purchase Agreement.

The foregoing description of the Purchase Agreement, Amendment No. 1, and Amendment No. 2 does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, which was filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the SEC on March 5, 2025, the Amendment No. 1, which is filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed with the SEC on March 25, 2025, and Amendment No. 2 which is filed as Exhibit 10.1 hereto, all of which are incorporated into this report by reference.

Second Amendment to the Term Loan Agreement

As previously disclosed by the Company in its filings with the SEC, pursuant to the terms of the Senior Secured Term Loan Agreement, dated as of September 18, 2023 (as amended, restated, amended and restated, restructured, supplemented, waived and/or otherwise modified from time to time, the “Term Loan Agreement”), by and among the Company, as borrower, the lenders from time to time party thereto (the “Lenders”) and ATW Special Situations Management LLC, as collateral agent (in such capacity, the “Collateral Agent”), the Lenders agreed to make Loans to the Company which Loans are convertible, in whole or in part, into shares of Common Stock of the Company at an initial Conversion Price of \$6.00 subject to adjustment from time to time as provided in the Term Loan Agreement. Pursuant to Section 25(c) of the Term Loan Agreement, the Term Loan Agreement, including the Conversion Price, may be amended with the written consent of the Company and the Required Lenders, and any amendment reducing the Conversion Price shall only be effective with respect to the Loan made by any Lender with the written consent of such Lender. On October 25, 2025, the Company entered into an Amendment Agreement to the Term Loan Agreement with each Lender, pursuant to which the conversion price was reduced to \$1.76 for the period ending on November 7, 2025.

On May 11, 2026, the Company entered into a Second Amendment to the Term Loan Agreement (the “Second Amendment”) with each Lender, pursuant to which the conversion price was reduced to \$2.20 for the period ending on May 21, 2026.

The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to the full text thereof, which is filed as Exhibit 10.2 hereto and is incorporated into this report by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On May 12, 2026, the Company issued an Original Issue Discount Senior Secured Convertible Debenture Due 2026, in the aggregate principal amount of \$1,556,122.00 (the “Additional Note”), to an institutional investor (“Investor”), which is convertible into 204,753 shares of common stock of the Company calculated at a conversion price of \$7.60. The Additional Note was issued pursuant to the securities purchase agreement dated as of November 4, 2024 (the “Securities Purchase Agreement”) with certain investors including Investor, as previously described in the Company’s Current Report on Form 8-K filed with the SEC on November 5, 2024 (the “November 5 Form 8-K”). The Additional Note has the same terms as the Notes under the Securities Purchase Agreement as described in the November 5 Form 8-K and will mature on September 9, 2026 or such earlier date as is required or permitted to be repaid under such Additional Note.

The foregoing description of the transaction described in this Item 2.03 does not purport to be completed and is qualified in its entirety by reference to the complete text of the Additional Note, a copy of which was attached to the November 5 Form 8-K as Exhibit 10.3.

The information set forth under Item 1.01 of this Current Report is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On May 13, 2026, the Company issued a press release announcing, among other things, that it hired Brian Allen as Chief Revenue Officer of the Company. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information furnished pursuant to Item 7.01 of this Current Report on Form 8-K and in Exhibits 99.1 shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), is not subject to the liabilities of that section and is not deemed incorporated by reference into any filing of the Company under the Securities Act, as amended or the Exchange Act, except as otherwise expressly stated in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description
10.1	<u>Amendment No. 2 to Asset Purchase Agreement, dated May 11, 2026, by and among Nauticus Robotics, Inc., SeaTrepid International, L.L.C., SeaTrepid Deepsea LLC, Remote Inspection Technologies, L.L.C., and each of the signatories thereto.</u>
10.2	<u>Second Amendment, dated May 11, 2026, by and among Nauticus Robotics, Inc. and the lenders signatories thereto.</u>
99.1	<u>Press Release dated May 13, 2026.</u>
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.

Dated: May 13, 2026

Nauticus Robotics, Inc.

By: /s/ Michael A. Ferrier

Name: Michael A. Ferrier

Title: General Counsel

AMENDMENT NO. 2 TO ASSET PURCHASE AGREEMENT

This AMENDMENT NO. 2 TO ASSET PURCHASE AGREEMENT (this “Amendment”), dated as of May 11, 2026, by and between SeaTrepid International, L.L.C., a Louisiana limited liability company, SeaTrepid Deepsea LLC, a Louisiana limited liability company, Remote Inspection Technologies, L.L.C., a Louisiana limited liability company (each, a “Seller” and collectively, “Sellers”), Nauticus Robotics, Inc., a Delaware corporation (“Buyer”), and Karen Christ, Robert D. Christ, and Steve W. Walsh, individual residents of the State of Louisiana (each, a “Selling Person” and collectively, the “Selling Persons”). Each of Seller and Buyer are individually referred to herein as a “Party” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement (as defined below).

RECITALS

WHEREAS, the Parties entered into that certain Asset Purchase Agreement, dated March 5, 2025 (as amended by Amendment No. 1 dated March 20, 2025, collectively, the “Agreement”);

WHEREAS, the transactions contemplated by the Agreement closed on March 20, 2025; and

WHEREAS, the Parties desire to amend certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendments to the Agreement.

- 1.1 Section 3.02(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

“On or before May 15, 2026, Buyer shall deliver to Seller the amount of \$1,500,000.00 as a portion of the Purchase Price.”

- 1.2 Section 3.02(d) is hereby added to the Agreement, as follows:

“On or before June 29, 2027, Buyer shall deliver to Seller the remaining balance of the Purchase Price, plus interest accrued thereon at the rate set forth in Section 2.07(c)(iii) from the date of Closing to the date of payment; provided, however, that in the event Buyer receives any settlement proceeds, judgment proceeds, or other monetary recovery arising out of or relating to the litigation entitled Seatrepid Deepsea, LLC v. Ocean Infinity Group Limited currently pending in the United States District Court Western District of Louisiana Lake Charles Division under Case No.: 2:25-CV-01086-JDC-TPL prior to June 29, 2027, such proceeds shall first be applied to satisfy the outstanding balance of the Purchase Price and accrued interest owed by Buyer hereunder.”

2. Acknowledgments/Further Agreements. The Parties hereby agree to and acknowledge the following:

2.1 In addition to the amount referenced in sections 3.02(b)(i) and 3.02(c) of the Agreement (as amended by this Agreement), as part of the Purchase Price, Buyer has also delivered to the Seller, after the Closing but prior to the date of this Amendment, the amount of \$806,388.00 as follows: interest in the amount of \$219,700 and principal in the amount of \$586,688.

2.2 As of the date of this Amendment, no Party is in breach or default of the Agreement and all Parties have satisfied their obligations thereunder; provided, however, agreement set forth in this Section 2.2 shall exclude the obligations set forth in Section 3.02(b)(5) of the Agreement.

2.3 The Parties hereby acknowledge and agree that the Post-Closing Adjustment contemplated by Section 2.07(a)(ii) of the Agreement shall be ZERO Dollars and 00/100 (\$0.00).

3. Ratification. Except as expressly amended by this Amendment, the Agreement remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

4. Governing Law. This Amendment and the rights and duties of the Parties arising out of this Amendment shall be governed by, and construed in the same manner as the Agreement.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by electronic transmission (including PDF) shall be effective as delivery of an original executed counterpart.

6. Headings. The headings in this Amendment are for reference purposes only and shall not affect the meaning or interpretation of this Amendment.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

SEATREPID INTERNATIONAL, L.L.C.

By: /s/ Robert D. Christ
Name: Robert D. Christ
Title: CEO

REMOTE INSPECTION TECHNOLOGIES, L.L.C.

By: /s/ Robert D. Christ
Name: Robert D. Christ
Title: CEO

SEATREPID DEEPSEA, L.L.C.

By: /s/ Robert D. Christ
Name: Robert D. Christ
Title: CEO

NAUTICUS ROBOTICS, INC.

By: /s/ John W. Gibson, Jr.
Name: John Gibson
Title: CEO

SELLING PERSONS:

/s/ Karen E. Christ
Karen E. Christ

/s/ Robert D. Christ
Robert D. Christ

/s/ Stephen W. Walsh
Stephen W. Walsh

SECOND AMENDMENT TO TERM LOAN AGREEMENT

This Second Amendment to Term Loan Agreement (this “**Amendment**”) is entered into as of May 11, 2026 (the “**Effective Date**”), by and among Nauticus Robotics, Inc. (“**Company**”) and the undersigned Lender (“**Lender**”). Company and Lender are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

A. The Parties are party to that Senior Secured Term Loan Agreement, dated as of September 18, 2023 by and among the Company, ATW Special Situations Management LLC, as collateral agent, and the lenders (including the Lender) (collectively, the “**Lenders**”) from time to time party thereto (as amended, restated, amended and restated, restructured, supplemented, waived and/or otherwise modified from time to time, the “**Loan Agreement**”);

B. The Conversion Price under the Loan Agreement has been adjusted as provided in the Loan Agreement to account for the reverse stock splits effective July 18, 2024 and September 5, 2025, respectively, and the Conversion Price is \$1,944.00 as of the date hereof;

C. Pursuant to Section 25(c) of the Loan Agreement, the Loan Agreement may be amended with the written consent of the Company and the Required Lenders (as defined in the Loan Agreement), and any amendment reducing the Conversion Price shall only be effective with respect to the Loan made by any lender with the written consent of such lender;

D. The Parties have agreed, subject to the terms, amendments, conditions and understandings expressed in this Amendment, to reduce the Conversion Price for a limited period of time on and subject to the terms hereof; and

E. Concurrently herewith, each other Lender has had the opportunity to execute an amendment to the Loan Agreement in the form of this Amendment (each, an “**Other Amendment**”, and together with this Amendment, the “**Amendments**”) where the signature page of each Lender hereto contains the outstanding balance of principal and interest on the respective Lender’s Term Loan Commitment (the “**Outstanding Balance**”) and the Company desires to obtain the consent of all of the Lenders to the Amendments (such time as the Company and the Required Lenders shall have, severally, executed Amendments, the “**Effective Time**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. Each of the Parties acknowledges and agrees that the recitals set forth above in this Amendment are true and accurate and are hereby incorporated into and made a part of this Amendment.

2. Defined Terms. Capitalized terms used but not defined herein shall have their respective meanings in the Loan Agreement.

3. Conversion Price. Effective as of the Effective Time, the Conversion Price of the Loans is hereby reduced to \$2.20 for the period commencing on the Effective Date and ending on May 21, 2026.

4. Trading Volume Limitations. Effective as of the Effective Time, and thereafter, until May 21, 2026, the Lender hereby agrees not to sell any Conversion Shares during any given Trading Day in an amount in excess of 10% of the average daily trading volume of the Common Stock over the 10 Trading Days immediately preceding such Trading Day, as reported by Bloomberg, LP.

5. Other Terms Unchanged. The Note, as amended by this Amendment as of the Effective Time, remains and continues in full force and effect, constitutes legal, valid, and binding obligations of each of the Parties, and is in all respects agreed to, ratified, and confirmed. Any reference to the Note after the Effective Time is deemed to be a reference to the Note as amended by this Amendment. If there is a conflict between the terms of this Amendment and the Note, the terms of this Amendment shall control. No forbearance or waiver may be implied by this Amendment. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment to, any right, power, or remedy of Lender under the Note, as in effect prior to the date hereof.

6. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7. Further Assurances. Each Party shall do and perform or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Amendment and the consummation of the transactions contemplated hereby.

8. Disclosure of Transactions and Other Material Information. The Company shall, on or before 9:30 a.m., New York time, on the first Business Day after the date of this Agreement, file a Current Report on Form 8-K, describing all the material terms of the transactions contemplated by this Amendment in the form required by the 1934 Act, and attaching this Amendment (including all attachments, the “**8-K Filing**”). From and after the 8-K Filing, the Company shall have disclosed all material, non-public information (if any) delivered to the Lender by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Amendments. In addition, effective upon the filing of the 8-K Filing, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, 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 the Lender or any of its affiliates, on the other hand, shall terminate.

9. Independent Nature of Lender's Obligations and Rights. The obligations of the

Lender under this Amendment are several and not joint with the obligations of any Other Lender, and the Lender shall not be responsible in any way for the performance of the obligations of any Other Lender under any Other Amendment. Nothing contained herein or in any Other Amendment, and no action taken by the Lender pursuant hereto, shall be deemed to constitute the Lender and Other Lenders as, and the Company acknowledges that the Lender and the Other Lenders do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Lender and Other Lenders are in any way acting in concert or as a group, and the Company will not assert any such claim, with respect to such obligations or the transactions contemplated by this Amendment or any Other Amendment and the Company acknowledges that, to the best of its knowledge, the Lender and the Other Lenders are not acting in concert or as a group with respect to such obligations or the transactions contemplated by this Amendment or any Other Amendment. The Company and the Lender confirm that the Lender has independently participated in the negotiation of the transactions contemplated hereby with the advice of its own counsel and advisors. The Lender shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Amendment, and it shall not be necessary for any Other Lender to be joined as an additional party in any proceeding for such purpose.

10. Voting or Consent Right Waiver. [REDACTED] is not an “affiliate” (as that term is defined in Rule 144) of the Company. The undersigned hereby waives any stockholder voting or consent rights it may have from time to time in respect of more than 4.99% of the issued and outstanding shares of Common Stock.

11. Miscellaneous. Section 25 of the Loan Agreement (as amended hereby) is hereby incorporated by reference herein, mutatis mutandis.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth above.

COMPANY:

NAUTICUS ROBOTICS, INC.

By: /s/ John W. Gibson, Jr.
Name: John W. Gibson, Jr.
Title: CEO and President

LENDERS:

[REDACTED]

By: /s/ [REDACTED]
Name: [REDACTED]
Title: Authorized Signatory

[REDACTED]

By: /s/ [REDACTED]
Name: [REDACTED]
Title: _____

[REDACTED]

By: /s/ [REDACTED]
Name: [REDACTED]
Title: Manager

[Signature Page to Second Amendment to Term Loan Agreement]

Nauticus Robotics, Inc. Appoints Chief Revenue Officer as it Expands into New Regions

Former CEO of Beam brings decade of subsea robotics and AI commercialization experience to accelerate Nauticus ToolKITT™ market adoption

Houston, TX, May 13, 2026. [Nauticus Robotics, Inc.](#) (NASDAQ: KITT, "Nauticus"), a leading innovator in autonomous subsea robotics and software solutions, today announced the appointment of Brian Allen as Chief Revenue Officer, effective May 13, 2026. Mr. Allen will lead the Company's commercial strategy across Europe, the Middle East, and Africa (EMEA) and global technology licensing.

John Gibson, President and CEO of Nauticus, commented: " Brian is a proven revenue builder with a track record of scaling high-growth technology businesses in the subsea robotics sector. He brings a powerful combination of deep domain expertise and commercial execution. Over nearly a decade, he built one of Europe's fastest-growing subsea technology companies, consistently delivering 60–100% annual revenue growth while advancing AI and autonomy platforms highly relevant to Nauticus ToolKITT™. His leadership will be instrumental as we accelerate commercialization and convert strong market demand into sustained revenue growth."

Mr. Allen founded and served as CEO of Beam, a UK-based subsea robotics and AI company, from 2016 to 2025. Under his leadership, Beam scaled from a startup to approximately 230 employees across the UK, US, and Europe. The company built an \$840 million sales pipeline, bringing in \$90 million of sales and order book in its final twelve months. Beam's technology and team were subsequently acquired by Rosenxt.

Beam was widely recognized for its performance and innovation, ranking as the 32nd fastest-growing technology company in the UK in the 2023 Deloitte UK Technology Fast 50, earning a place in the Deloitte EMEA Fast 500, and being named a Sunday Times Top 100 tech company in 2025.

Prior to founding Beam, Mr. Allen held operational robotics roles at DeepOcean, Fugro, Subsea 7 and Odyssey Marine Exploration, giving him over 15 years of direct field experience with subsea robotic systems in complex offshore environments. His career achievements include recognition as "UK Tech Entrepreneur of the Year," "Best Innovation Award" and the "Subsea Innovation and Technology" award. He holds a Certificate in Executive Leadership from Harvard University.

Mr. Allen commented: "Nauticus has developed one of the most advanced autonomy platforms available today for hovering AUVs and existing ROVs. The Nauticus ToolKITT™ platform, combined with the Company's vision-based manipulation and through-water acoustic command and control, creates a highly differentiated offering. I'm excited to work with John and the team to translate this technical leadership into accelerated revenue growth and expanded global adoption."

In his role as Chief Revenue Officer, Mr. Allen will be responsible for driving technology licensing and services revenue, expanding the Company's EMEA commercial footprint, and building scalable marketing and sales infrastructure to support Nauticus' next phase of growth. He will be based in the UK with regular travel to the Company's Houston headquarters.

About Nauticus Robotics

Nauticus Robotics, Inc. develops autonomous robots for the ocean industries. Autonomy requires the extensive use of sensors, artificial intelligence, and effective algorithms for perception and decision allowing the robot to adapt to changing environments. The company's business model includes using robotic systems for service, selling vehicles and components, and licensing of related software to both the commercial and defense business sectors. Nauticus has designed and is currently testing and certifying a new generation of vehicles to reduce operational cost and gather data to maintain and operate a wide variety of subsea infrastructure. Besides a standalone service offering and forward-facing products, Nauticus' approach to ocean robotics has also resulted in the development of a range of technology products for retrofit/upgrading traditional ROV operations and other third-party vehicle platforms. Nauticus' services provide customers with the necessary data collection, analytics, and subsea manipulation capabilities to support and maintain assets while reducing their operational footprint, operating cost, and greenhouse gas emissions, to improve offshore health, safety, and environmental exposure. <https://nauticusrobotics.com/>

Cautionary Language Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the "Act"), and are intended to enjoy the protection of the safe harbor for forward-looking statements provided by the Act as well as protections afforded by other federal securities laws. Such forward-looking statements include but are not limited to: the expected timing of product commercialization or new product releases; customer interest in Nauticus' products; estimated operating results and use of cash; and Nauticus' use of and needs for capital. Generally, statements that are not historical facts, including statements concerning possible or assumed future actions, business strategies, events, or results of operations, are forward-looking statements. These statements may be preceded by, followed by, or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates," "intends," or "continue" or similar expressions. Forward-looking statements inherently involve risks and uncertainties that may cause actual events, results, or performance to differ materially from those indicated by such statements. These forward-looking statements are based on Nauticus' management's current expectations and beliefs, as well as a number of assumptions concerning future events. There can be no assurance that the events, results, or trends identified in these forward-looking statements will occur or be achieved. Forward-looking statements speak only as of the date they are made, and Nauticus is not under any obligation and expressly disclaims any obligation, to update, alter, or otherwise revise any forward-looking statement, whether as a result of new information, future events, or otherwise, except as required by law. Readers should carefully review the statements set forth in the reports which Nauticus has filed or will file from time to time with the Securities and Exchange Commission (the "SEC") for a more complete discussion of the risks and uncertainties facing the Company and that could cause actual outcomes to be materially different from those indicated in the forward-looking statements made by the Company, in particular the sections entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in documents filed from time to time with the SEC, including Nauticus' most recent Annual Report on Form 10-K filed with the SEC and Quarterly Reports on Form 10-Q filed with the SEC from time to time. Should one or more of these risks, uncertainties, or other factors materialize, or should assumptions underlying the forward-looking information or statements prove incorrect, actual results may vary materially from those described herein as intended, planned, anticipated, believed, estimated, or expected. The documents filed by Nauticus with the SEC may be obtained free of charge at the SEC's website at www.sec.gov.

