

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): **September 30, 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 **x**

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. **x**

Item 1.01. Entry into a Material Definitive Agreement.

Waiver of September 30, 2026 Triggering Event

On September 30, 2026, Nauticus Robotics, Inc. (the “Company”) received an executed waiver (the "Waiver") from a holder (the "Holder") of its Series A Convertible Preferred Stock (the “Series A Preferred Stock”). Section 5(a)(xv) of the certificate of designations for the Series A Preferred Stock provides that a Triggering Event occurs if any shares of the Series A Preferred Stock remain outstanding on or after September 30, 2026 (the “Specified Event”).

The Holder waived the Specified Event for the period beginning September 30, 2026 and continuing through and including January 31, 2027 (the "Waiver Period").

Solely to the extent attributable to the Specified Event during the period covered by the Waiver, the Holder waived the increase in the dividend rate to the default rate of 18% per annum (or the maximum lawful rate, if lower), related incremental dividends, and the right to a Triggering Event Conversion, including the 125% multiplier applied to the Conversion Amount (a 25% premium) and any related surviving alternate conversion period. The Waiver also relieves the Company of the related Triggering Event notice requirement and provides that the Specified Event is disregarded for purposes of the applicable Equity Conditions and the other consequences specified in the Waiver.

The Waiver does not affect the existing 120% calculation of the Conversion Amount, ordinary conversion rights, Alternate Optional Conversion rights and otherwise applicable dividend terms. It does not waive any other Triggering Event, breach or default or rights arising independently of the Specified Event. Upon expiration of the Waiver Period, the Specified Event and its consequences apply prospectively if any shares of Series A Preferred Stock remain outstanding, without reviving consequences waived for the applicable Waiver Period.

The Waiver became effective upon execution by the Holder and delivery to the Company. The Waiver applies only to the Holder’s rights with respect to the Series A Preferred Stock and does not bind any other holder the Company's preferred stock or waive rights under another instrument.

The Waiver provides that waivers executed by other holders of the Company’s Series A, Series B and Series C preferred stock will contain substantially similar language, with waiver periods ending no earlier than January 31, 2027. The Waiver also contains representations and covenants prohibiting the Company from providing other holders of the Company’s preferred stock with consideration, rights or benefits in connection with their waivers that are not also provided to the Holder, entering into related side arrangements or amending the other holders’ waivers.

The foregoing description of the Waiver is qualified in its entirety by reference to its full text, filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
10.1	<u>Form of waiver of September 30, 2026 Triggering Event relating to Series A Convertible Preferred Stock, effective September 30, 2026.</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL).

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: October 1, 2026

Nauticus Robotics, Inc.

By: /s/ Michael A. Ferrier

Name: Michael A. Ferrier

Title: General Counsel

Waiver of September 30 2026 Triggering Event Series A Convertible Preferred Stock

This Waiver (“Waiver”) is executed and delivered by and between the undersigned holder (the “Holder”) and Nauticus Robotics, Inc., a Delaware corporation (the “Company”), with respect to the Company’s Series A Convertible Preferred Stock (the “Preferred Shares”) held by the Holder. This Waiver relates to the Certificate of Designations of Rights and Preferences of Series A Convertible Preferred Stock of the Company, as amended or supplemented and in effect on the Effective Date (the “Certificate of Designations”). Capitalized terms not otherwise defined herein have the meanings given in the Certificate of Designations.

1. Waiver of Specified Event. Pursuant to Sections 5(a)(xv), 22 and 31(b) of the Certificate of Designations, the Holder hereby irrevocably waives, solely for the Waiver Period (as defined below) and with respect to the Preferred Shares, the occurrence and continuance of the Triggering Event described in Section 5(a)(xv) arising solely because any Preferred Shares remain outstanding on or after September 30, 2026 (the “Specified Event”). This waiver applies only for the period commencing September 30, 2026 and ending on and including January 31, 2027 (the “Waiver Period”). The waiver of the Specified Event expires automatically at the end of the Waiver Period. Beginning February 1, 2027, if any Preferred Shares remain outstanding, the Specified Event and its consequences shall apply prospectively with respect to the Preferred Shares in accordance with the Certificate of Designations, subject to the protections against retroactive consequences in Section 2 below.

2. Consequences of Waiver. Solely to the extent directly attributable to the occurrence or continuance of the Specified Event during the Waiver Period, the Holder agrees as follows:

- (a) Dividends.** The increase in the Dividend Rate to the Default Rate of 18% per annum (or the maximum lawful rate, if lower) under Section 3(c) of the Certificate of Designations, based on the occurrence or continuance of the Specified Event during the Waiver Period, and any unpaid incremental dividends solely attributable to such increase, are waived. Dividends shall otherwise continue to accrue and be payable at the rate and in the manner otherwise applicable pursuant to Section 3(c) of the Certificate of Designations.
- (b) Conversion.** The Holder waives any right to a Triggering Event Conversion under Sections 4(e)(ii) and 4(e)(iii) of the Certificate of Designations based on the occurrence or continuance of the Specified Event during the Waiver Period, including use of the Redemption Premium of the Conversion Amount and any related surviving Alternate Conversion Right Period arising solely from that occurrence or continuance.
- (c) Notice.** The Holder acknowledges that, as a result of this Waiver, the Triggering Event Notice required by Section 5(b) of the Certificate of Designations is not required, solely with respect to the occurrence or continuance of the Specified Event during the Waiver Period. Any notice required under Section 5(b) of the Certificate of Designations with respect to the Specified Event on or after February 1, 2027 remains required.
- (d) Other consequences.** The Specified Event shall be disregarded for all days within the Waiver Period in determining satisfaction of the Equity Conditions and any Equity Conditions Failure, including for purposes of Section 3(a) of the Certificate of Designations. Furthermore, as a result of this Waiver, no Triggering Event shall be deemed to have occurred during the Waiver Period arising solely from the Specified Event during such period, and no obligations or consequences under the Certificate of Designations relating to a Triggering Event arising solely from the Specified Event shall be created during the Waiver Period, including those under Sections 9, 13(c) and 13(p).

- (e) **No retroactive consequences.** The expiration of the Waiver Period shall not revive any rights or consequences waived with respect to the Specified Event during the Waiver Period. No incremental dividends, conversion premiums or other amounts or consequences shall accrue or become payable or apply retroactively for the Waiver Period solely as a result of the Specified Event. The waivers of consequences attributable to the Waiver Period and this protection against retroactive consequences shall survive expiration of the Waiver Period.

3. Reservation of Other Rights. This Waiver is limited solely to the Specified Event during the Waiver Period and its consequences expressly addressed herein. Subject to Section 2, the Holder retains its rights with respect to the Specified Event on and after February 1, 2027. The Holder does not waive any other Triggering Event, breach or default, or any rights arising independently of the Specified Event, whether occurring before, on or after the Effective Date. All other terms remain in effect.

4. Effectiveness and Authority. This Waiver becomes effective when executed and delivered by the Holder and the Company (the “Effective Date”). It applies only to the Holder’s rights with respect to the Preferred Shares and does not purport to bind any non-signing holder or any other series of preferred stock. The Holder represents that it holds or is duly authorized to act for the holder of the Preferred Shares and has all requisite power and authority to execute and deliver this Waiver. The Holder acknowledges that the Company may rely on this Waiver in permitting the Preferred Shares to remain outstanding during the Waiver Period.

5. Successors and Assigns. This Waiver binds the Holder and its successors and assigns with respect to the Preferred Shares and benefits the Company and its successors and assigns. Before transferring any Preferred Shares, the Holder shall provide the transferee with a copy of this Waiver and obtain the transferee’s written agreement to take those Preferred Shares subject to this Waiver. The Holder’s rights in any other capacity or under any other instrument are not waived hereby.

6. Other Holder Waivers. All other holders of the Company’s Series A Convertible Preferred Stock, Series B Convertible Preferred Stock and Series C Convertible Preferred Stock (collectively the “Preferred Holder Group”) will sign a waiver in substantially the same form and substance as this Waiver (each an “Other Holder Waiver”); provided, that each Other Holder Waiver may include a Waiver Period that ends later than, but not earlier than, January 31, 2027. Neither the Company nor any of its Affiliates, nor any person acting on behalf of the Company or any of its Affiliates, (i) has provided, agreed to provide or will provide any consideration, rights or benefits to any other member of the Preferred Holder Group or any of their respective Affiliates in connection with any Other Holder Waiver that are not being provided to the Holder hereunder in connection with this Waiver, (ii) has entered into or will enter into any side letter or, other than the respective Other Holder Waiver, any other agreement, understanding or arrangement with any other member of the Preferred Holder Group or any of their respective Affiliates in connection with the Company entering into this Waiver or any Other Holder Waiver, and (iii) will amend or otherwise modify any Other Holder Waiver.

7. Miscellaneous. The provisions of Sections 23 and 26 of the Certificate of Designations are incorporated herein, mutatis mutandis. This Waiver may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. If any provision of this Waiver is invalid or unenforceable, the remaining provisions shall not be affected. Any amendment or revocation of this Waiver must be in writing signed by the Holder and the Company. Signatures delivered electronically, including by PDF or electronic-signature platform, have the same effect as original signatures. The Company’s acknowledgment below confirms receipt and is not a condition to effectiveness.

[signature page follows]

The undersigned has executed this Waiver through its duly authorized signatory.

HOLDER

Legal name of Holder:

By: _____

Name: _____

Title: _____

Date signed: _____

Number of Series A Preferred Shares currently held:

Email: _____

**ACKNOWLEDGED AS RECEIVED BY
NAUTICUS ROBOTICS, INC.**

By: /s/ John W. Gibson, Jr.

Name: John W. Gibson, Jr.

Title: President and CEO

Date: _____

